

Repairs & Maintenance Policy



Dalmuir Park Housing Association can provide this document on request, in different languages and formats, including Braille and audio formats.

<i>Purpose:</i>	To establish DPHA's policy and set out our position on Reactive Repairs and Maintenance
<i>Guidance:</i>	<ul style="list-style-type: none"> • Housing (Scotland) Act 1987/2001/2010/2014 • Human Rights Act 1998 • Data Protection Act 1998 and 2018 • General Data Protection Regulations 2016 (GDPR), Data Protection Act 2028, Data (Use & Access) Act 2025 • Equality Act 2010 • The Scottish Social Housing Charter • Scottish Secure Tenancy Agreement • Short Scottish Secure Tenancy (SSST)
<i>Regulatory Standards:</i>	<ol style="list-style-type: none"> 1. The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users. 2. The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities. 3. The RSL manages its resources to ensure its financial well-being and economic effectiveness. 4. The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.
<i>Other relevant policies</i>	Rechargeable Repairs Policy Right to Repair Policy Void Management Policy Scottish Secure Tenancy Agreement Scottish Short Secure Tenancy Agreement Allocations Policy Legionella Policy Asbestos Policy Asset Management Strategy
<i>Date last reviewed by PRWG:</i>	31 October 2023
<i>Date approved by the P&P sub-committee:</i>	09 December 2025
<i>Date policy is next due to be revised:</i>	December 2028
<i>Publish on Website:</i>	Yes

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1. INTRODUCTION

Dalmuir Park Housing Association (DPHA) is committed to providing quality, affordable rented accommodation to those in housing need, and providing a safe environment in which all residents can live. This policy is integral to ensuring our customers live in safe, warm, good quality homes, and that we protect and properly maintain our housing stock.

2. AIMS OF THE POLICY

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

- To provide well maintained safe, warm homes of a good quality and which remain in demand.
- To provide an efficient and effective reactive repairs service that is responsive to the needs of tenants.
- To ensure effective systems are in place to monitor performance in relation to maintenance and repair activities and services. These shall underpin the framework for achieving desired levels of work quality and customer service / satisfaction.
- To provide customers with regular performance information and a range of opportunities to be involved in service improvements.

3. LEGAL AND REGULATORY REQUIREMENTS

This policy has been devised within the requirements of the following legislation and guidance:

- Housing (Scotland) Act 1987/2001/2010/2014
- Human Rights Act 1998 and 2015
- Data Protection Act 1998 and 2018
- General Data Protection Regulations 2016 (GDPR)
- Equality Act 2010
- The Scottish Social Housing Charter
- Scottish Secure Tenancy Agreement
- Construction Design Management (CDM) Regulations 2015
- The Energy Performance and Buildings (Scotland) Regulations 2008 [?](#)

- The Gas Safety (installation and use) Regulations 1994, and Amendment 1996 No. 550, and Amendment No 2, and the Gas Safety (installation and use) (Amendment) Regulations 2018;
- Control of asbestos Regs 2006
- Factoring (Scotland) Act 2011
- SHQS
- EESSH
- Short Scottish Secure Tenancy (SSST)

4.0 OUR REPAIRS AND MAINTENANCE SERVICE

Our repairs service comprises several different elements.

4.1 Cyclical maintenance repairs or improvements

These repairs are carried out through a programme of works and/or inspections at regular intervals. Programmes of work include but are not limited to gas servicing; Electrical Installation Condition Reports; close painting; back court services; close cleaning; gutter cleaning and roof anchor checks.

4.2 Major repairs

These are improvements to our houses to replace and/or upgrade existing components. Programmes are set in advance, and include kitchen upgrades, bathroom upgrades, gas central heating upgrades, window replacement programmes and door entry system upgrades.

4.3 Project Based Works

These are 'one off' projects to improve an area and/or address an issue within a building or common area. Improvement programmes may involve negotiation with owner-occupiers and other parties who have an interest in the building or common area. All programmes must be agreed and have an appropriate budget in place before work starts. Programmes may include stonework repairs, large-scale common area improvements and improvement and/or amalgamation of properties.

4.4 Reactive repairs

These are repairs to a tenant's house or the common property arising on a day-to-day basis, that require attention within a short period of time. Such repairs are tenant led, reported by the tenant, or in the case of common repairs, reported by any resident of the building or DPHA staff when carrying out routine inspections.

4.5 Adaptations

These are improvements to a house and/or common area to help the tenant to live more comfortably within their home and reduce the need to transfer to another house. Referrals are received from the Health & Social Care Partnership and are funded through

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development funding received from the Council. Priority is given to tenants in greatest need of assistance.

4.6 **Void Management**

This is when a tenant ends their tenancy and the house requires improvement in line with our lettable standard. This will involve minor repairs and maintenance, and the completion of standard gas safety, electrical safety and energy efficiency assessments. We may carry out major improvements to the house during the void phase dependent on condition of the property component, available budget, and taking cognisance of the effect of renewal on future planned maintenance programmes. Major works identified during the void period may also be programmed for installation immediately following re-let with the agreement of the new tenant, to minimise void re-let times.

4.7 **Servicing**

Routine gas, and electric safety inspections will be carried out in all Association houses. Servicing will be carried out in line with legislation and at appropriate intervals.

4.8 **Contracts**

All contracts are procured, in line with the Procurement Policy. We comply with procurement rules by making sure the procurement process is transparent, fair, non-discriminatory, offers mutual recognition to suppliers and the assessment process is proportional to the value of the contract. Further details can be found in our Procurement Policy.

5. **DELIVERING OUR REPAIRS AND MAINTENANCE SERVICE**

5.1 All aspects of the repairs service are managed by DPHA Customer Services team from the process of reporting repairs through to inspection, ordering repairs, post inspection and overseeing contract performance.

5.2 We operate a 24-hour service for reporting emergencies, for example defects that could be a risk to health or safety or could lead to serious structural damage, such as no heating or hot water; no electricity; burst pipes or choked main drains.

5.3 We provide information about our repairs service on our website and any general or practical information about repairs and maintenance will be provided as necessary in our newsletter. We provide information about how to report repairs in our Tenants' Handbook, and our tenants are made aware of their repairs responsibilities in their Scottish Secure Tenancy Agreement.

- 5.4 We maximise the ways in which our tenants and other customers report repairs both during and outside of office hours. This will include reporting at the office in person, telephoning the office, writing to us via our web site or reporting by e-mail.
- 5.5 All repairs will be accurately recorded and coded against an appropriate category and timescale to enable performance reporting to take place. Coding of repairs will be quality assured and a percentage will be inspected on completion.
- 5.6 We prioritise repairs based on their urgency. We use the following categories and target timescales for responding. Appendix 3 provides further examples of types of repairs in each category.

Repair Category	Timescale	Definition / Examples
Emergency	Attend within 4 hours and make safe	Repairs which require to be carried out quickly to prevent damage to the property or nearby properties and to prevent adverse impact on the health and well-being of the tenant. Examples are no heating or no hot water; no toilet facilities or being flooded from a neighbouring property.
Urgent	Attend within 2 working days and complete	Repairs which are not emergency but require to be completed quickly, for example, close lighting out; leak at boiler; drainage issues.
Routine	Attend within 10 working days from the day after the reported repair and complete	These are routine repairs that still require attention within a reasonable time period, for example, ease stiff door; replace washer on dripping tap
Out of Ours Call Out	4 hours	These are emergencies that cannot wait until working hours, for example, lost keys/water penetration
Complex Repairs	Discretion of DPHA	Repairs of a nature that involve an accumulation of trades or specialists where the repair requires a definitive order to be followed in order to complete. This category will also take into account

		materials that are discontinued and difficult to source.
Right to Repair	1 – 7 days for qualifying repairs	These are repairs under the cost of £350 that qualify under the Housing (Scotland) Act 2001 as set out in paragraph 6 of this policy.

5.7 Access to Tenant’s Homes

Access for repairs will be arranged by our contractors who will contact our tenants usually by phone or text. If they are having difficulty arranging access, we will arrange access with the tenant. If we are unsuccessful we will cancel the job line and advise the tenant that the works have been cancelled. If the repairs are still required then we will organise this once the tenant contacts our office.

Our contractors will be required to operate in accordance with our code of conduct and the Associations core values (appendix 2) which will be inserted in all contract documentation.

5.8 Landlord and Tenant Responsibilities

Our Scottish Secure Tenancy sets out in some detail both the landlord and tenant repairs and maintenance rights and responsibilities. These are summarised in appendix 1.

5.9 Gas Repairs and Servicing:

Gas repairs are repairs to gas central heating/hot water.

The Gas Safety (Installation and Use) Regulations 1998 came into force on 31 October 1998, and placed duties on installers, landlords and some gas suppliers. The Regulations aim to prevent injury to customers and the public from either carbon monoxide poisoning or fire and explosion. Landlords have duties to ensure that the gas appliances and flues they provide for tenants’ use are maintained in a safe condition at all times and checked for safety each year by a GAS SAFE registered installer, and a copy of the safety check record is provided to the tenant. The record should be kept by the landlord for a minimum of 3 years, from the date of the check.

Gas servicing must be carried out within the required 12-month period following the last gas service date. DPHA follows a rigorous Servicing Programme on a 10 month cycle which provides some leeway if works are delayed or we cannot gain access.

After 3 attempts at access and 3 ‘no access’ letters being sent we will issue a letter of Intention to Force Entry under the terms of the tenancy agreement, with DPHA staff and gas servicing contractor in attendance. If there is no response to the Intention to Force Entry Letter within 7 days a further letter is to be hand delivered directly to the tenant by

two officers of DPHA and an execution of service signed and dated by both staff. This final letter shall indicate the date and time (giving at least 24 hours' notice) when the proposed forced entry will be carried out on the day before the anniversary date.

Properties becoming void will have a safety check carried out as part of the void process.

Full details are contained in our Gas Safety Policy.

5.10 **Smoke alarms**

The Housing (Scotland) Act 1987 (Tolerable Standard) (Extension of Criterion) Order 2019 now includes this new element covering smoke and heat alarms. The regulations come into force in February 2021, meaning homeowners and landlords have until then to comply. However, installing alarms at the earliest opportunity, will provide improved fire safety in your home.

Each property will have:

- One smoke alarm installed in the room most frequently used for general daytime living purposes.
- One smoke alarm in every circulation space on each storey, such as hallways and landings.
- One heat alarm installed in every kitchen.

DPHA will use the same force access procedures as gas servicing, outlined above, once the legislation comes into force.

5.11 **Rechargeable Repairs**

Rechargeable repairs are those which are required as a result of damage or neglect caused by the tenant, tenant's family or visitor to the tenant's home. Our approach to rechargeable repairs is set out in our Rechargeable Repairs Policy.

5.12 **Repairs Arising from Legally Forced Entry by Police due to crime or suspicion of crime.**

Where the Police have caused damage to our property by forcing access through the front door to a tenant's home, we will instruct a necessary repair but recharge the full cost of this work to the tenant

5.13 **Tenant Negligence**

Where a blocked WC is due to tenant negligence this will be recorded as a Rechargeable Repair and the tenant will be invoiced for the cost of the repair

5.14 Costs Relating To Operating a Dehumidifier / heating.

Where a tenanted property requires a dehumidifier due to flooding / water ingress, a payment of £10.00 per day can be provided to the tenant to assist with the electric fuel cost of running and operating the equipment. Asset officers will determine the length of time required for these purposes, and confirm and seek approval for the expense with the Senior Customer Services Officer or Customer Services Manager for the expenditure. Payment will be made from Petty Cash and the Asset officer and the tenant will sign a receipt for the payment of cash.

6.0 RIGHT TO REPAIR

The statutory Right to Repair (RTR) was introduced under the provisions within the Housing (Scotland) Act 2001. The Regulations came into force on 30th September 2002.

RTR covers prescribed repairs up to a value of £350. Qualifying repairs only include those contained in table 1 below. The list sets out the types of repairs which are qualifying repairs and the timescales within which they must be carried out. Full details are set out in our Right to Repair Policy.

Table 1

Qualifying Repairs under RTR scheme	Statutory timescale to complete repair (working days)
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stack or toilet pan where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Loss of electric power	1
Partial loss of electrical power	3
Insecure external window, door or lock	1
Unsafe access path/step	1
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

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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

7.0 PLANNED MAINTENANCE AND CYCLICAL REPAIRS

- 7.1 Our planned maintenance and cyclical repairs programmes are based upon our regular Stock Condition Surveys and our detailed information on component lifecycles, and technical inspections. This information also informs our Business Plan which sets out our 5 year strategy for DPHA and how we plan to maintain and improve our assets.
- 7.2 All planned maintenance work and cyclical repair programmes are tendered for as detailed in our Procurement Policy and comply with all relevant legislation. We provide information about our planned investments directly with tenants and owners affected, in our Newsletter; on our website; at Tenants’ Panel meetings and other events.
- 7.3 Homeowners within our housing stock are consulted on investment plans if the owner’s share of the work is likely to be equal to or greater than £1000.

8. VOID MANAGEMENT

- 8.1 The turnover of housing stock is an integral part of housing provision which inevitably results in periods where properties are void (empty). We are aware that good management of void properties and limitation of void periods is vital to maximise rental income, provide a quality service, meet housing need and achieve good estate management.
- 8.2 We operate to a minimum lettable standard to ensure void properties are let quickly. The Lettable Standard meets all statutory requirements, and properties will always be safe, secure, wind and watertight prior to letting. This minimum standard may be exceeded where necessary to let the property. Where appropriate additional repairs may be carried out when the property has been let and occupied. Further detail can be found in our Void Management Policy.

9. SCOTTISH HOUSING QUALITY STANDARD

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- 9.1 As at 2025/26 due to abeyances and exemptions, 95.8% of our housing stock meets the Scottish Housing Quality Standard. We continually review our stock to ensure that we are meeting the SHQS.

10. ENERGY EFFICIENCY STANDARD 2 FOR SOCIAL HOUSING (ESSH 2)

- 10.1 The revised Social Housing Net Zero Standard is the new standard which currently requires to be met by 31 December 2032, although at the time of writing this Policy the date is under review by the Scottish Government. The aim of this standard is to improve the energy efficiency of all social housing in Scotland and in doing so reduce energy consumption, fuel poverty and the emission of greenhouse gasses.
- 10.2 An action plan for compliance with the Social Housing Net Zero Standard will be agreed once further guidance is received from the Scottish Government.

11. ASBESTOS

- 11.1 We have an obligation to manage asbestos in our houses and maintain an Asbestos Register, which includes the results of surveys we carry out, and details of where asbestos has been removed or made safe. We carry out appropriate Asbestos surveys before any major works are carried out and we record the existence and position of any Asbestos Containing Materials in any of our houses. Tenants will be provided with advice on its management, but it will not be removed unless advised by the surveyor that this is the appropriate option. Further details can be found in our Asbestos Policy.

12. LEGIONELLA

- 12.1 Legionella pneumophila is the bacterium responsible for a group of pneumonia-type diseases collectively termed 'Legionellosis'. This is known as Legionnaires disease. The diseases can be fatal or permanently debilitating. We have a duty of care as a landlord and employer to ensure that our tenants / residents, visitors and staff are protected from the risk of contracting Legionnaires disease from water supplies for which we are responsible. Further detail can be found in our Legionella Policy.

13. HOISTS & LIFTS

- 13.1 The Association is responsible for the maintenance and inspection requirements for any communal passenger lifts, stairlifts and hoists. Whilst there are currently no lifts or stairlifts within our stock there are a few properties with a track hoist system.

- 13.2 We will carry out periodic investigation and testing of the Hoist equipment and ensure all Hoists are subject to a formal inspection and recording process as follows:
- after substantial and significant changes have been made;
 - at least every six months if the Hoist is used at any time to carry people;
 - following "exceptional circumstances" such as damage to, or failure of, the Hoist, long periods out of use or a major change in operating conditions which is likely to affect the integrity of the equipment.
- 13.3 Formal Inspections will be carried out by an Independent Inspection Company and records are retained.
- 13.4 It will be the responsibility of the Asset Officers to ensure that a timeous regime of six monthly inspections are carried out, by a competent qualified person on any lifting device, hoist or lift, that is used for the purpose of assisting a person to move. Also for Asset officers to ensure that any maintenance or repairs to the hoist, lifts are carried out by a competent qualified person and as per manufacturers recommendations.

14. ADAPTATIONS

- 14.1 Some people particularly older tenants and those with mobility difficulties wish to continue living in their home but need additional facilities such as ramped access or adapted showers or bathrooms to enable them to do so.
Generally these adaptations are permanent changes to the layout and fixtures of an existing property. They are different from temporary aids such as shower aids, grab rails, toilet frames, as they can be removed when they are no longer needed. Tenants who feel they could benefit should contact the WDC Occupational Therapy team who will arrange for a visit and may recommend alterations to suit you. We will then seek funding to carry out the adaptation.
- 14.2 Smaller adaptations or aids such as changing the type of tap or adding a rail can be funded through our reactive repairs service.

15. PERFORMANCE REPORTING AND CUSTOMER FEEDBACK

- 15.1 We collect customer feedback to monitor and review the quality of the service we provide and identify potential service improvements. This is done through our quarterly customer satisfaction surveys and through the specific feedback we request following any planned maintenance works.

- 15.2 We monitor and review the quality and cost of services provided on our behalf by our contractors by post inspecting completed planned maintenance jobs and analyse information received through our complaints procedures.
- 15.3 We report performance quarterly to our Management Committee and annually through our return on the Social Housing Charter. Information about our performance is published in our Newsletter throughout the year, and annually in our Landlords Report.

15. STAFF TRAINING AND AWARENESS

- 15.1 We will ensure that all staff are aware of this policy and receive appropriate training. We have procedures in place to support the policy.

16. EQUALITY, DIVERSITY & INCLUSION

- 16.1 To ensure that our Repairs & Maintenance Policy and practices are fair, inclusive, promote an environment of respect and understanding, and do not unlawfully discriminate against people with a protected characteristic, we have carried out an Equality Impact Assessment (EIA) in line with our Equality, Diversity & Inclusion Policy. A copy of the EIA can be made available upon request.

17.0 COMPLAINTS

- 17.1 Although we are committed to providing high levels of service, we accept that there may be occasions where you may not be satisfied with the service you have received from us. We value all complaints and use this information to help us improve our services. Our Complaints Policy describes our complaints procedure and how to make a complaint.

18.0 DATA PROTECTION

We will treat all personal data in line with our obligations under the current data protection regulations and our Privacy Policy. Information regarding how all data will be used and the basis for processing your data is provided in our Customer Fair Processing Notice.

19.0 POLICY REVIEW

- 19.1 This policy will be reviewed every 3 years by the Board or earlier if required.

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APPENDIX 1

Extract from DPHA Scottish Secure Tenancy Agreement Section 5

REPAIRS AND MAINTENANCE: OUR RESPONSIBILITIES AND RIGHTS

- 5.1** In this Agreement, the word 'repair' includes any work necessary to put the house into a state which is wind and watertight, habitable and, in all respects, reasonably fit for human habitation.
- 5.2** Before the start of the tenancy, we will inspect your house to ensure that it is wind and watertight, habitable and, in all other respects, reasonably fit for human habitation. If repair or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins. We will notify you about any such work. Any other repairs may be carried out after the tenancy begins.
- 5.3** During the course of your tenancy, we will carry out repairs or other work necessary to put the house in a condition which is habitable, wind and watertight and, in all other respects, reasonably fit for human habitation. We will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. Once begun, the repairs will be finished as soon as reasonably possible. All repairs will be done to the standard of a reasonably competent contractor, using good quality material.
- 5.4** We will carry out a reasonably diligent inspection of the common parts before the tenancy begins. We will take reasonable steps to remove any danger we find before you move into your house. We will repair any other defect we find which will significantly affect your use of the common parts, or the house, within a reasonable period. We will repair any damage to boundary walls and fences within a reasonable period if the damage significantly affects your use of the common parts of your house or if it poses a danger to any user. During the course of the tenancy, we will carry out inspections, at reasonable intervals, of the common parts.
- 5.5** If we need the co-operation or permission of another person to carry out repairs or other work to the house or common parts, or to inspect, we will do our best to get it. We may be unable to do non-emergency repairs until we get such permission.
- 5.6** Our general repair obligations contained in paragraphs 5.2 and 5.3 include a duty to carry out repairs relating to water penetration, rising dampness and condensation dampness as well as the obligations contained in this paragraph. We will provide and maintain the

house so that any tenant who we might reasonably expect to live in the house can heat the house to a reasonable temperature at a reasonable cost, so as to avoid condensation dampness and mould. If during the tenancy, the house suffers from condensation dampness which is partially or wholly caused by a deficiency in, or absence of, any feature of the house (including insulation, provision for heating or ventilation), we will carry out repairs (including, where appropriate, replacement, addition or provision of insulation, ventilation or heating systems) within a reasonable time so that that feature is not a cause of the condensation dampness.

5.7 Our duty to repair includes a duty to take into account the extent to which the house falls short of the current building regulations by reason of disrepair or sanitary defects.

We will:

- keep in repair the structure and exterior of the house;

- keep in repair and in proper working order, any installations in the house provided by us for:
 - a) the supply of water, gas and electricity;
 - b) sanitation (for example basins, sinks, baths, showers, toilets);
 - c) hot water heating;
 - d) space heating (for example central heating) including fireplaces, flues and chimneys.

- Installations include those which we own or lease which directly or indirectly serve the house. We will not however be responsible for repair of any fixtures and fittings not belonging to us which make use of gas, electricity or water. Neither will we be responsible for the repair or maintenance of anything installed by you or belonging to you which you would be entitled to remove from the house at the end of the tenancy unless we have specifically agreed.

- We will inspect annually any gas installations in the house provided by us. We will provide you with a copy of the inspection report within 28 days of the inspection. If the inspection reveals the need for repair or replacement of any such installation, we will do so within a reasonable period. We will give you a copy of the current inspection record before the beginning of the tenancy;

- If your house is served by a communal television or communications aerial provided by us, we will take reasonable steps to repair any defect within a reasonable period. Where repairs or maintenance have to be done, we will make reasonable efforts to minimise disruption to you.

5.8 We will take all reasonable steps, together with any other joint owners of the water supply installations, to comply with the Water Bye-Laws in force in your area. The Bye-Laws, among other things, specify that:

- all storage cisterns must be properly installed having regard to the need for prevention of waste and contamination and insulation against frost;
- the stopcocks and servicing valves must be placed so that they can be readily examined, maintained and operated with reasonable practicability;
- the water pipes, both inside and outside the house, must be effectively protected against freezing and damage from other causes.

We will inspect the installations for the storage and supply of water we are responsible for at the beginning of the tenancy and at reasonable intervals thereafter so as to comply with the Water Bye-Laws.

5.9 Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully, accidentally or negligently by you, anyone living with you or an invited visitor to your house. If we decide to carry out the work, you must pay us for the cost of the repair. This paragraph does not apply to damage caused by:

- fair wear and tear;
- vandals (if you have reported the damage to the police and us as soon as the damage is discovered).

5.10 We will carry out necessary repairs due to fire, flood or Act of God, within a reasonable time or offer equivalent permanent rehousing as soon as such a house becomes available. Until that time, we will try to help you to get temporary accommodation if the house is uninhabitable.

5.11 We have the right to come into your house to inspect it and its fixtures and fittings or carry out repairs to it, or adjoining property, during reasonable times of the day. We will give you at least 24 hours' notice in writing. We have the right of access to your house in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas, electricity, providing we give you reasonable notice in writing. We have the right of access

to the common parts at any reasonable time. If you refuse us entry, we will have the right to make forcible entry provided we have given you every reasonable opportunity to let us in voluntarily. If we have to make forcible entry, in this situation, you are liable for the costs of any damage reasonably caused. In an emergency, we have the right to make forcible entry to your house without notice.

5.12 If we know that any house or flat adjoining your house, which we own, is likely to remain unoccupied for longer than four weeks, we will take reasonable steps to avoid damage or danger to you or your property arising from that house or flat being unoccupied. These steps may include, but are not limited to the following:

- to seeing that its doors and windows are properly secured;
- to seeing that the water, gas and electricity supplies to the house or flat are turned off where possible.

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

5.14 Our duties to repair contained in this part of the Agreement continue until this Agreement comes to an end.

5.15 You must report to us, as soon as reasonably possible, any damage to the house, the common parts or loss or damage to our property. You can do this in person or by telephone. You can arrange for someone else to do this on your behalf. We operate an emergency telephone service outside office hours.

5.16 You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear.

Emergencies

You will take all reasonable steps to ensure that we are notified immediately of emergencies, including those involving the supply of water, and to ensure that, where necessary, access can be gained by our representatives.

Cold Weather

You will take reasonable care to ensure that water pipes do not freeze. In the event of being absent from the property you should inform us and you should ensure that the internal water supply is turned off and pipes and tanks etc. are drained.

Access

The Association agrees to give you twenty-four hours' notice of access being required for routine maintenance. In the case of an emergency, your co-operation will be expected for emergency access.

5.17 You have a right to have certain small repairs carried out within fixed time limits and instruct contractors specified by us if they are not done within those time limits. You may also have a right to compensation in the case of delay. We will tell you when you report the need for a repair whether that repair is one covered by this scheme.

5.18 If we have failed to carry out repairs that we should under this Agreement, you have the right to carry out the repairs yourself and deduct the reasonable cost of doing so from your rent. However, you may only do so if:

- you have notified us in writing about the need for the repairs; AND
- we have not done those repairs within a reasonable period; AND
- you have made a formal complaint under our complaint's procedure (see paragraph 9.1); AND
- or have finished the complaints procedure and you are still dissatisfied,
- OR 3 months have passed since you made the formal complaint under the complaint's procedure.

You Are Strongly Advised To Take Legal Advice Before Exercising Your Right Under This Paragraph. Your Home Is At Risk If You Wrongly Exercise This Right.

All repair work instructed by you must be done by a reputable firm and must conform to all current legislation.

APPENDIX 2

CONTRACTORS CODE OF CONDUCT (Extract from Customer Service Standards Policy)

When our contractors carry out work for you, they will:

- Greet you and show you their identification, explain the purpose of the visit and the expected time required to perform the work.
- Must not smoke inside houses whether occupied or vacant, or in the vicinity.
- Ensure if the tenant is elderly, disabled or infirm that there is always at least one room where they can be warm and have privacy or advise us if this is not possible.
- Advise if a return visit will be necessary and agree the extent of further work with us.
- Be pleasant to you and refrain from discussing their employer or the Associations business adversely.
- Treat you and your home with respect and refrain from using any language or terms which may be inappropriate or could be deemed disrespectful.
- Perform their work exercising caution for their safety and that the safety of you or others is not endangered in any way.
- Ensure that your furniture, carpets and personal items are protected from damage during the visit.
- Be advised by us a customer has special requirements e.g. disabled, elderly, non-English speaking.
- Refer to their supervisor and then to us if the job is poorly or under specified; has implications for other components; or may affect other tenants.
- Immediately contact their supervisor and DPHA for assistance if they experience any difficulties as a result of the behaviour of a tenant.

- Not accept any gift or enhancement to induce him/her to provide additional work not specified or authorised by DPHA.
- Obtain a completed acceptance and questionnaire from the tenant which should be forwarded to us on completion of the work.

APPENDIX 3

Examples of Repairs Categories

Plumbing	Emergency Repair (4 hours)	Urgent Repairs (2 working days hours)	Routine Repair (10 working days)	Reference
Dripping taps			x	
Loose taps			x	
Replacement taps			x	
Leaking WC	x			
Blocked WC	x			Possible chargeable
Blocked sink or basin	x			
Blocked WC due to tenant negligence	x			Rechargeable
Toilet not flushing if only toilet in property	x			Possible chargeable
Ball valve to tank		x		
Leaking overflow		x		
Toilet seat renewal				Only at void stage or rechargeable
Leaking tap when used		x		
Joinery				
Timber skirting board			x	
Dangerous and loose floorboards	x			
Gain access for tenant due to faulty lock	x			
Gain access due lost keys by tenant	x			Possible chargeable
Chargeable Repair Renew faulty door lock if only means of security	x			
Door facings and frames			x	

Renew internal door			x	
Secure external door	x			
Electrical	Emergency Repair (4 hours)	Urgent Repairs (2 working days)	Routine Repair (10 working days)	Reference
Faulty light fittings	x			
Loss of lighting Circuit	x			
Smoke alarms and CO detectors	x			
Security lights			x	
Replacement trunking			x	
Partial power loss		x		
Corridor lights out		x		
Faulty shower with bath			x	
Faulty shower no bath		x		
Thermostats			x	
No power	x			
No lighting single room		x		
Dangerous wires	x			
Immersion Heaters		x		
Faulty sockets		x		Will escalate to 4 hours if dangerous
Aerial sockets			x	
Communal areas				
Main door not locking		x		
All Communal lights out	x			

Communal light out but light			x	
Door entry system intercom		x		
Emergency lighting	x			
Security lights			x	
building Loose handrail		x		
Uneven path not dangerous			x	
Uneven path dangerous		x		
Clothes poles			x	
Heating	Emergency Repair (4 hours)	Urgent Repairs (2 working days)	Routine Repair (10 working days)	Reference
Radiator leaking	X			
No heating	x			
Partial Failure		x		
Storage heater replacement			x	
Windows				
Broken glass	x			initially board window to make safe.
Cracked glass		x		
Window won't close and insecure		x		Emergency if ground floor
Loose window	x		x	Emergency if the window is dangerous
Broken vent			x	
Ground level Faulty handle			x	
Loose windowsill / Facings			x	

Leaking window			x	
Roofs				
Rain penetration	x			
Make safe after storm	x			
Loose tiles		x		Emergency if in immediate danger
Major roof repair			x	Only if Rain penetration is stopped
Replace broken slate/tiles			x	Only if Rain penetration is stopped
Re-bed ridge tiles			x	Only if Rain penetration is stopped
Flashings			x	Only if Rain penetration is stopped