

Repairs and Maintenance Policy

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1. INTRODUCTION

1.1

The Glasgow Housing Association Ltd. (GHA) is a Registered Social Landlord established to take over the housing stock of Glasgow City Council through a Large Scale Voluntary Transfer.

1.2

GHA owns approximately 73,000 houses and 327 commercial properties throughout the city of Glasgow and provides services to approximately 26,000 factored owners in the city through its subsidiary GHAM Ltd.

1.3

Focusing on local accountability, GHA's aim is that a network of Local Housing Organisations (LHOs) across the city will provide all local management services, on behalf of GHA, through a Management Agreement.

1.4

GHA will ensure that LHO performance meets the performance levels and targets required by GHA's Business Plan, Regulatory and Contractual Commitments and will monitor LHO compliance to agreed targets.

1.5

GHA will enter into contractual agreements for the provision of the services covered by this Policy.

1.6

GHA provides its subsidiary company GHAM Ltd. with a Repairs and Maintenance service and a supplier/customer Service Level Agreement (SLA) will be developed and implemented to ensure the Repairs and Maintenance contracts deliver high quality, cost effective and value for money services.

2 DIVISION OF RESPONSIBILITIES

2.1

GHA will ensure that staff and committee responsibilities for the implementation of this Policy are clear.

2.2

The role of GHA's Board includes the approval and monitoring of the Association's Policy relating to service delivery as defined within paragraph 18 of GHA's Standing Orders.

2.3

GHA and LHOs are jointly responsible for implementing this Policy in accordance with the GHA/LHO functional split of activities detailed in the GHA/LHO Remodelled Management Agreement (RMA).

2.4

Reflecting GHA Business Plan objectives, performance targets will be agreed between GHA and LHOs managing stock under the RMA.

2.5

The SLA arranged between GHA and GHAM will define clear roles and responsibilities.

3. DELEGATED AUTHORITY

3.1

GHA is responsible for the effective delivery of services to tenants and factored homeowners as described in this Policy.

3.2

GHA operates a Scheme of Financial Delegation and a Scheme of Non-Financial Delegation. Both define the relative roles of GHA Committees and Officers.

3.3

The Chief Executive of GHA will have responsibility for implementing the Schemes of Delegation for GHA staff.

3.4

LHOs will have responsibility for providing some tasks in relation to the repairs and maintenance contract. These arrangements are detailed in the RMA.

3.5

GHA sub-contracts to GHAM the provision of factoring service to homeowners. These arrangements are contained in the Service Agreement between GHA Ltd and GHAM Ltd.

4. SCOPE FOR LOCAL VARIATION

4.1

Scope for local variation exists. LHOs may develop a local policy or variation of this Policy that meets both the needs of the LHO's communities and the overall business objectives of GHA.

4.2

All policy variations will be considered for approval by GHA in the context of any financial implications, consistency with legislation, GHA commitments and service charges. Where LHOs do not choose to set their own policy, this GHA Repairs and Maintenance Policy will apply.

4.3

LHOs should consult with tenants, registered tenants groups, GHAM and other service users during the development and implementation of their own policies. Local variations must be incorporated in local Internal Management Plans.

4.4

GHAM may propose variations to this Policy or to local LHO policies. GHA/LHOs will consider these variations and where required the appropriate consultation process will be undertaken.

5. AIMS AND OBJECTIVES

5.1

GHA is committed to the provision and maintenance of high quality neighbourhoods where people want to live and where they feel safe.

5.2

This Policy sets out how GHA will:

- Fulfil its repairs and maintenance responsibilities to tenants, of residential and commercial properties, and factored owners
- Ensure that investment in its housing stock to comply with the requirements of the Scottish Housing Quality Standard (SHQS) by 2015 is maintained
- Safeguard and prolong the useful life of the housing stock
- Deliver high levels of customer satisfaction.

5.3

The Policy seeks to ensure that the surrounding environments for which GHA is responsible contribute to the creation and maintenance of safe high quality neighbourhoods.

5.4

The emphasis of this Policy is to maximise planned and cyclical maintenance and reduce responsive maintenance. The aim is to achieve a balance in favour of planned and cyclical maintenance with a smaller proportion of resources being applied to responsive maintenance.

5.5

As the Investment Programme progresses, the balance achieved should deliver 60% of spend on planned and cyclical maintenance and 40% on responsive repairs. GHA will monitor its progress towards achieving this split.

5.6

In carrying out its repairs and maintenance responsibilities GHA will meet:

- The promises made to tenants at the time of the stock transfer
- Its legal and contractual obligations, both as landlord and as factor
- The requirements of The Scottish Housing Regulator
- Performance Standards for RSLs.

GHA will endeavour to achieve the standards recommended by relevant good practice and benchmarking performance against comparable RSLs.

5.7

The specific objectives of this Policy are:

1. To provide a high quality, flexible and accessible service that is customer focused and “right first time”
2. To achieve value for money
3. To establish performance measures and timescales for the delivery of services within the resources available
4. To ensure that performance is continuously improved by appropriate monitoring of service delivery and quality to customers
5. To focus on the customer experience by delivering high standards of customer care and satisfaction
6. To meet GHA’s responsibilities to customers as required by law and as described in their Tenancy Agreement, Deed of Conditions, Missive of Let or future Factoring Agreements
7. To ensure that tenants’ and homeowners’ obligations are applied in accordance with the terms of their Tenancy Agreement, Deed of Conditions, Missive of Let or future Factoring Agreements
8. To ensure that, in implementing this Policy, high priority is given to safeguarding the safety and security of customers, members of the public, employees and agents and the buildings which they occupy and work in.

6. SUSTAINABILITY

6.1

This Policy complies with GHA's commitment to sustainability and takes account of wider economic and social impacts of the policy on individuals, households, local communities and the environment.

6.2

GHA is committed to the Strategy for Sustainable Development issued by the UK Government in 2005 and to the Sustainable Development Strategy published by the Scottish Executive (now the Scottish Government) in December 2005.

6.3

GHA supports the emphasis on building sustainable neighbourhoods contained within the Local Housing Strategy published by Glasgow City Council.

6.4

GHA Sustainability Strategy contains commitments to achieve the SHQS across all of its stock by 2015 and to end fuel poverty for its tenants by 2016.

7. EQUALITIES AND DIVERSITY

7.1

GHA is committed to providing fair and equal treatment for all its stakeholders, including tenants and homeowner occupiers, and will not discriminate against any on the grounds of race, colour, ethnic or national origin, language, religion, belief, age, gender, sex, sexual orientation, marital status, family circumstances, employment status, physical ability or mental health. Indeed we will positively endeavour to achieve fair outcomes for all.

7.2

In the ongoing development and provision of a repairs and maintenance services, GHA will take into account the diverse needs of its tenants, factored homeowners and potential service users and will be flexible and innovative in its response to issues of literacy, language, diversity and learning disability.

7.3

This Policy complies with the requirements of the Housing (Scotland) Act 2001, section 106 as it relates to Equal Opportunities and with GHA's Equality and Diversity Policy. GHA recognises its pro-active role in valuing and promoting diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures.

7.4

GHA will check its policies and associated procedures regularly for their equality and diversity implications, taking appropriate action to address inequalities likely to result or resulting from the implementation of the policy and procedures.

7.5

All Service Provider(s) and their sub-Service Provider(s) are required to have and implement an Equal Opportunities policy that is consistent with GHA's and to provide GHA with copies of their own policy and information about monitoring arrangements prior to appointment.

8. LEGAL AND REGULATORY REQUIREMENTS

8.1

In formulating and implementing this Policy, statutory requirements, The Scottish Housing Regulator's Performance Standards and Good Practice outlined in documents such as 'Raising Standards in Housing' have been incorporated.

8.2

In delivering its obligations under this Repairs and Maintenance Policy, GHA and LHOs will meet the requirements of:

- Housing (Scotland) Act 1987
- Housing (Scotland) Act 2001
- Housing (Scotland) Act 2006
- Disability Discrimination Act 1995
- Disability Discrimination Act 2005
- Human Rights Act 1998
- Gas Safety (Installation and Use) Regulations 1998
- The Control of Asbestos Regulations 2006
- Building Standards (Scotland) Amendment Regulations 2001
- Equal Opportunities legislation
- Data Protection Act 1998
- The Charities and Trustee Investment (Scotland) Act 2005
- Scottish Housing Quality Standard
- Performance Standards for Registered Social Landlords in Scotland
- Communities Scotland Sustainability Policy
- GHA Design Guide
- GHA Technical Standards
- Relevant deeds of condition
- The service agreement entered into between GHA and GHAM
- Any additional Factoring Agreements developed by GHA/GHAM.

9. PROPERTY PORTFOLIO

9.1

This Policy will be applied to all housing stock and commercial properties owned or factored by GHA including backcourts, bin stores, drying areas, play areas, residential garages and lockups, boundary walls and fences and areas of hard and soft landscaping.

9.2

These properties will be maintained in accordance with this Policy and the relevant Tenancy Agreement, Deed of Conditions, Factoring Agreement or Missive of Let.

9.3

In the case of maintenance of common parts required to properties with factored homeowners, Section 21 of this policy and the relevant Deed of Conditions or Missive of Let will apply.

10 FUNDING ARRANGEMENTS AND INVESTMENT

10.1

The maintenance activities described in this Policy will be funded from:

- Rental Income
- Factored owners share of common repair costs
- Reserves: GHA will make an annual transfer of funds from rental income to reserves to ensure adequate funding is available to fund future Cyclical and Planned Maintenance Programmes.

10.2

GHA will ensure that funding is available in its Business Plan to implement this Policy.

10.3

The Policy acknowledges that significant investment has been made in the Association's stock since 2003 and is ongoing.

10.4

The investment programme and effective implementation of this Policy will enable GHA to achieve a position where the greater proportion of repairs and maintenance expenditure is applied to planned and cyclical programmes, rather than responsive activities.

10.5

Annual budget allocations for repairs and maintenance will be determined using:

- Updated stock condition data reflecting investment carried out
- Historical repair information
- Consultation with LHOs.

10.6

Annual Maintenance Plans (AMP) will be prepared for each LHO area to identify priorities and programmes of work.

11 SERVICE DELIVERY

11.1

GHA and LHOs are jointly responsible for the delivery of the Repairs and Maintenance services described in this Policy, in accordance with the terms of the functional split contained in the RMA.

11.2

GHA is responsible for delivering Repairs and Maintenance services to GHAM in line with the terms of the Service Agreement.

11.3

Local Shared Services have a key role in both monitoring and supporting the delivery of the service.

11.4

Schedule 1, reviewed annually, lists Service Provider(s) appointed by GHA to deliver the services described in this Policy as a result of procurement methods adopted to secure value for money and quality of service.

11.5

Repairs and maintenance services will be accessed by customers through a dedicated Customer Service Centre.

11.6

Planned and Cyclical maintenance will be determined by the AMP prepared for each LHO area and notified to customers annually.

12 PROCUREMENT

12.1

GHA engages Service Provider(s) to provide the repairs and maintenance services described in this Policy on its behalf.

12.2

Procurement methods are designed to secure high quality, flexible and accessible services which are customer focused and deliver value for money in accordance with GHA's Procurement Strategy.

13 INSURANCE

13.1

GHA/GHAM will ensure that adequate building insurance is in place in respect of those properties which are subject to a Deed of Conditions with GHAM as Factoring Agent or Missive of Let for Commercial Premises.

14 HEALTH AND SAFETY

14.1

The provisions of GHA's Health and Safety Policy will be applied to all aspects of the implementation of this Policy, particularly in respect of:

- Responsibilities to tenants and factored homeowners
- Responsibilities to employees
- Responsibilities to Service Provider(s)
- Responsibilities to the general public.

15 CONSULTATION

15.1

This Policy has been developed in consultation with service users who will inform its implementation and will contribute to its ongoing review.

15.2

Consultation was undertaken through:

- Focus groups
- Consultation with LHOs and Registered Tenants Organisations and the Owners Forum
- Tenant Satisfaction Surveys
- GHAM Factored Owners Survey
- GHA's Tenant Participation events
- Liaison with GHAM officers
- Formal Consultation Process.

15.3

Customers will be involved in ongoing monitoring of service delivery through feedback, post inspections and periodic, independent satisfaction surveys.

16 PERFORMANCE MONITORING

16.1

GHA will monitor the effectiveness of this Policy and the quality of service delivered to customers on a regular basis.

16.2

Service standards will be agreed with Service Provider(s) and performance measures will be monitored and reported to the Boards of GHA and GHAM and to the Governing Bodies of LHOs.

16.3

Information in these reports will be obtained from GHA's Repairs IT System, Post Inspections, Customer Feedback, Tenants/Factored Owners' Satisfaction Surveys and other methods of tenant/factored owner participation and consultation as appropriate.

16.4

Post-inspections: a proportion of repairs and maintenance work will be inspected after completion and in line with the RMA and relevant Contract conditions. The selection of work to be inspected will be a random sample across all categories/types of repair and in relation to common repairs will take account of the customer base split (tenants/factored owners).

16.5

Customer feedback will be used by GHA to monitor service delivery and to address weaknesses, improve performance and develop the service to meet customers' needs.

16.6

Customer Satisfaction Survey results will be used by GHA and GHAM to improve performance and develop services to meet customers' needs and demands.

16.7

Where a problem is identified with the performance of a Service Provider, this will be dealt with in accordance with the terms of the relevant contract.

16.8

Where a problem is identified in respect of the performance of an LHO in terms of the delivery of the Repairs and Maintenance service, this will be dealt with in accordance with the terms of the RMA.

16.9

The performance of the Repairs and Maintenance service will be reported to customers through "The Key" magazine, GHAM's "Factoring Matters" magazine and by other appropriate methods.

17 CONFIDENTIALITY AND DATA PROTECTION

17.1

All information provided to GHA, LHOs and Service Provider(s) in connection with this Policy will be used only to fulfil the obligations of the Policy.

17.2

GHA and LHOs will ensure that the requirements of the Data Protection Act 1998 and the Freedom of Information Act 2002, where applicable, are met in respect of the implementation of this Policy.

18 RESPONSIBILITIES

18.1

The following paragraphs set out the relevant responsibilities in relation to the delivery of services under this Policy of:

- GHA
- Tenants – residential and commercial
- Factored Owners
- Service Provider(s).

19 GHA RESPONSIBILITIES

19.1

GHA will ensure that its obligations to tenants and factored owners in relation to repairs and maintenance, as described in the Tenancy Agreement, Deed of Conditions, Missive of Let or future Factoring Agreements, are met by the implementation of this Policy.

19.2

The Policy takes account of the requirement to obtain the agreement of the majority of owners in a property to carry out common repairs which exceed the thresholds as specified within the Deed of Conditions for that particular property.

19.3

External Fabric – GHA will, in conjunction with factored owners where required, repair and maintain the external fabric of the building and related common parts in a good condition under the terms of the responsive, programmed and cyclical maintenance activities described in this Policy. This includes, for example roofs, external walls, gutters, downpipes and close doors.

19.4

Internal Common Works - GHA will, in conjunction with factored owners where required, maintain the common entrances, halls, stairways, lifts, passageways and other common areas in a good condition and fit for use by the resident households and visitors. This includes for example walls, ceilings, stairs, painterwork, window safety catches and communal TV aerials.

19.5

Internal Fitments - GHA will maintain the fitments/installations it has provided for residential tenants. This includes, for example, kitchen and bathroom fitments, pipework for the supply of water and gas, heating systems, electrical wiring (including hard wired smoke alarms), windows and doors.

19.6

Environmental Repairs - GHA will repair and maintain areas within the curtilage of property covered by this Policy including paths, boundary walls and fences, drains, bin stores, drying areas, play areas, parking areas and hard and soft landscaping.

20 TENANT RESPONSIBILITIES

20.1

Tenants of Residential Property

20.1.1 Tenants must meet their obligations as described in the Tenancy Agreement, including:

- Prompt reporting of any damage to the house or related common parts
- Providing access to the landlord to carry out repairs and maintenance works and inspections as required
- Taking reasonable care of the house
- The cost of any repairs carried out by GHA to the house or related common parts made necessary by acts of damage or neglect by the tenant, a member of their household or visitor to their house except fair wear and tear and vandalism by other people provided the tenant has reported the damage to the Police and GHA as soon as the damage is discovered. (The tenant should obtain the Incident Number from the Police as the Customer Service Centre will ask for this when the repair is reported).

20.1.2 Tenants are responsible for replacing:

- Plugs/chains on sanitary ware
- Light bulbs, including fluorescent lighting
- Filters for cooker hoods
- Lost or broken keys
- Batteries in smoke and other detectors and doorbells
- Floor coverings supplied in kitchens as part of the Investment Programme and all other fixtures or fittings identified as being the tenant's responsibility.

20.1.3 As GHA does not insure the contents of a house or the personal possessions of the household, tenants are recommended to do so by insuring personal possessions against loss by fire, flood, theft, accident etc.

20.2

Tenants of Commercial Properties

20.2.1 Commercial tenants must meet their obligations as described in the Missive of Let including:

- Pay to the landlord a share of the cost of maintaining, repairing and improving the common parts of the building including such external areas as are adjacent to the premises
- Provide access to the landlord to carry out maintenance
- Maintain the fixtures and fittings in a thorough state of repair including ceilings, walls, screeds, floors, tanks, cisterns, sanitary fittings, wash hand basins, sinks, geysers, pipes, wires, cables, outside doors, window frames, window cords and sills

- Pay the cost of any repair carried out by GHA to the premises or related common parts made necessary by acts of damage or neglect by the tenant or a member of their staff or visitor
- All repairs to the commercial property or related common parts made necessary by acts of vandalism or other crime not reported to the police as soon as it is discovered. Where the commercial tenant does not report an incident to the police, he/she will be responsible for the cost of the repair.

20.2.2 Commercial tenants are responsible for ensuring that they have adequate insurance to cover the contents of their premises and public liability. Copies of policies and premium receipts must be made available to GHA.

20.2.3 Commercial tenants are responsible for the payment of insurance premiums as set out in the Missive of Let.

21 FACTORED OWNER RESPONSIBILITIES

21.1

Factored homeowners must meet their responsibilities as described in the Deed of Conditions to keep the property maintained and in good repair including:

- Providing access at reasonable times to GHA, other proprietors and their Service Provider(s), to carry out repairs, maintenance or renewal works to common parts
- Abiding by the decisions reached as per the Deed of Conditions to carry out repairs, maintenance works above the threshold or any alterations to the external common parts of the property
- Payment of share of common repairs and maintenance costs as set out in the Deed of Conditions.

21.2

Factored homeowners are individually responsible for ensuring that they have insurance cover for the contents of their house but are bound by the Deed of Conditions to participate in a common/block policy for buildings insurance.

22 SERVICE PROVIDER(S) RESPONSIBILITIES

22.1

The overall approach taken by the Service Provider(s) requires to be consistent with the ethos of partnering to ensure GHA's repairs and maintenance responsibilities as a landlord and factor are fulfilled. This will involve effective dialogue on all aspects of the service, completion of work within the contracted timescales and a commitment to achieving continuous improvement. More specifically their responsibilities are set out below.

22.2

All operatives carrying out repairs or maintenance works to GHA properties shall:

- Carry identification and present it to the occupier on arrival
- Wear uniforms provided by the Service Provider(s)
- Keep the premises secure at all times
- Minimise disruption to the premises and clear up fully at the end of the work (or before leaving the premises overnight)
- Make good any damage caused in the course of the works
- Remove all waste from the premises, garden or backcourt arising from the maintenance works
- Comply with all relevant Health and Safety legislation to avoid danger to tenants, factored owners, visitors and members of the public
- Deliver services in line with the service standards set out in the relevant Contract documentation.

22.3

Service Provider(s) shall ensure that access arrangements made between the tenant/factored homeowner and the Customer Service Centre are kept.

22.4

Should it be necessary to alter access arrangements, the tenant/factored homeowner will be notified either by a card left at their address, or by a telephone call or text message, at the earliest possible time. This should give clear information on the method by which the tenant/factored owner can make alternative access arrangements for the repair to be carried out.

23 REPAIRS AND MAINTENANCE PROGRAMMES

23.1

GHA aims to maximise the useful life of its housing, commercial premises and related stock (including factored properties) through the effective implementation of its Investment Strategy and this Policy.

23.2

GHA will deliver its Repairs and Maintenance obligations under three programme types – Responsive, Cyclical and Planned.

23.3

Responsive: repairs and maintenance work that is normally notified by the tenant/factored owner and is the responsibility of GHA as landlord/factor.

23.4

Cyclical: Periodic work which is carried out at agreed intervals and which usually involves inspection, servicing or cleaning.

23.4.1 GHA will carry out a programme of cyclical maintenance to ensure that appliances and machinery are maintained to a safe operating standard and that buildings and their surrounding environment are maintained to a high standard to maximise their useful life.

23.4.2 The programme will involve inspection, servicing and cleaning of elements of buildings and the surrounding neighbourhood.

23.4.3 Appliances and machinery will be serviced at least in accordance with the manufacturer's guidelines.

23.4.4 Examples of cyclical maintenance include Annual Gas Appliance Checks, Annual Window Safety Catch checks in multi storey flats, Gutter Maintenance and External Painterwork.

23.5

Planned: Work which is programmed in advance, normally over a thirty year period, and which usually involves the replacement of external or internal elements of the house or common parts.

23.5.1 GHA will carry out a programme of planned work to ensure the maintenance of its properties and surrounding neighbourhoods to a high standard.

23.5.2 This programme will protect the investment in GHA's properties through the improvement works carried out since 2003 or the building of new houses.

23.5.3 Planned maintenance will be programmed according to regularly updated stock condition information and components will be replaced in accordance with their anticipated life.

23.5.4 Examples of planned maintenance include Kitchen and Bathroom replacement, Windows, Roofs, External Walls and Cladding Systems and Heating Systems.

24 ANNUAL MAINTENANCE PLAN

24.1

An Annual Maintenance Plan (AMP) will be prepared for each LHO area in consultation with GHA setting out the priorities for the housing and related assets in the areas managed by the LHO on behalf of GHA.

24.3

The AMP will identify the funding allocated to responsive, cyclical and planned maintenance for the LHO area.

24.4

The AMP will describe programmes of Planned and Cyclical maintenance to be carried out during the year within the LHO area.

24.5

The AMP will be subject to local consultation in line with the LHO's Tenant Participation Action Plan.

24.6

The approved AMP will be notified by the LHO to tenants, GHAM and factored homeowners annually.

25 SERVICE PROVISION

25.1

Maintenance will be carried out by Service Provider(s) appointed by and working on behalf of GHA.

25.2

Visits requiring access to houses or properties will be by pre-arranged appointments made by the Customer Service Centre.

25.3

Appointment arrangements will specify:

- morning (8.00 am - 12.00pm)

or

- afternoon (1pm - 4.00pm).

25.4

During the life of this policy, GHA will seek to implement extended appointments to cover the period:

- 5.00pm -7.00pm Monday to Friday

and

- 8am -11am on Saturday mornings.

25.5

Tenants/factored homeowners will be contacted by the Service Provider(s) to provide an indication of when the visit will be made (for example, before 10am).

26 REPORTING ARRANGEMENTS

26.1

GHA operates a responsive and flexible repairs and maintenance service that seeks to recognise the needs of individual tenants and factored homeowners.

26.2

All tenants/factored homeowners will have a single point of telephone contact for reporting responsive repairs to a dedicated Customer Service Centre.

26.3

Contact details will be contained within the Tenants' Handbook and Owners' Handbook and will be regularly publicised.

26.4

Responsive repairs may be reported at any time - the Customer Service Centre operates a 24 hour, 365 day a year service.

26.5

At the time of reporting a responsive repair, the caller will be informed:

- If the repair is the responsibility of GHA
- If there will be a charge to the tenant
- The category of repair
- If the repair is covered by the Tenants' Right to Repair Scheme and the tenant's rights under the scheme
- If the agreement of factored homeowners is required
- When the repair, or pre-inspection, will be carried out.

26.6

GHA will, before the review date of this Policy, make proposals for expanding the range of methods for accessing the repairs and maintenance service, for example, mobile phone texting and internet.

26.7

All staff receiving repairs reports will be trained to deal with requests efficiently, effectively and courteously and to accurately categorise the repair requested.

26.8

In the event that a repair needs to be elevated to a more urgent category, for example because a member of the household is elderly or infirm and the fault is causing, or is likely to cause, greater inconvenience as a result, the staff member may re-categorise the repair to ensure that inconvenience is minimised.

27 REPAIRS CATEGORIES

27.1

This section describes the categories of repairs that GHA will carry out.

27.2

At all times GHA will seek to meet the response times for each category of repair as detailed in Schedule 2.

27.3

If GHA requires the permission or co-operation of others to carry out a repair, GHA will seek to obtain their agreement and/or arrange access. This may result in a delay but GHA will seek to ensure that any delays are minimised and are notified to the tenant/factored homeowner.

27.3.1 Thresholds for factored properties, specified in the Deed of Conditions will be adhered to and work will not be carried out above the following limits prior to the consent of all factored homeowners being requested and majority consent obtained

- 4-in-a-block £200 excluding VAT
- Tenement £2,000 excluding VAT
- MSF/Deck Access £2000 - £5,000 excluding VAT

27.3.2 If the cost of an emergency repair to common parts of a property will exceed the above thresholds then the property should be made safe. The consent of all factored owners in the property should be requested and no further work undertaken until majority consent is obtained.

27.4

Where the response time cannot be met because parts that are needed are not available, GHA will notify the tenant/factored homeowner of the revised expected completion date.

27.5

GHA defines three main categories of responsive repair:

27.5.1 'Emergency repairs will be attended to within four hours of being reported and the repair should be completed as soon as possible within 24 hours.

27.5.2 Appointment Repairs: Where there is significant inconvenience to the tenant/factored owner's household but no threat to health or safety. By appointment as soon as possible within 15 working days.

27.5.3 Programmed repairs: Day-to-day repairs which are GHA's responsibility and which do not fall into either of the other categories. By appointment as soon as possible within 30 working days.

27.5.4 Examples of the types of repairs carried out under the above categories are contained within Schedule 2.

27.6

The other categories of repairs under which repairs and maintenance works will be undertaken are Cyclical Repairs, Gas Servicing, Adaptations and Void Work, Lock Ups and Garages, Minor Works and House Closure.

27.7

Repairs which fall within the provisions of The Scottish Secure Tenants' (Right to Repair) Regulations 2002 will be carried out under the Repair Category which ensures that the repair is completed within the timescale specified in the legislation. A list of the repairs to which the legislation applies and the timescales within which they must be completed is included in Section 41 of this Policy.

28 INSPECTIONS

28.1

If an inspection is needed, this must be completed within a timescale which ensures that the repair can be carried out within the response time required.

29 OTHER MAINTENANCE WORK REQUIRED

29.1

When a repair is reported, the Customer Service Centre will check whether there is other work due in the tenant's house, such as a gas safety check or installation of a smoke detector. The Customer Service Centre will arrange for the additional work to be carried out at the same time as the reported repair.

30 GRAFFITI REMOVAL

30.1

Where graffiti appears on external surfaces, GHA will work in partnership with the Clean Glasgow Campaign to ensure that neighbourhoods are maintained in a good condition and graffiti is removed as soon as possible.

30.2

Where graffiti appears on internal areas, such as close walls, GHA will instruct the Service Provider to carry out the removal. Where it is offensive, this will be treated as an emergency.

31 ENVIRONMENTAL PROTECTION

31.1

GHA is committed to the provision of safe and secure neighbourhoods.

31.2

GHA will co-operate with other agencies, including Glasgow City Council to ensure the removal of abandoned vehicles and other contaminating items.

31.3

GHA will co-operate with Glasgow City Council's Environmental Protection Services (EPS) to secure the removal of hazards from tenants' houses, common areas and open spaces such as rodent or insect infestation or stray animals.

31.4

It is the responsibility of tenants/factored homeowners to arrange for GCC to uplift bulk refuse e.g. beds, wardrobes, sofas, fridges, fridge/freezers etc.

32 ACCESS ARRANGEMENTS

32.1

The Tenancy Agreement, Missive of Let, and Deed of Conditions require tenants and factored homeowners to provide access for GHA to carry out repairs and maintenance work and inspections at appropriate times with appropriate notice if required.

33 ACCESS FOR RESPONSIVE REPAIRS

33.1

Any repairs with a trades appointment

- Access to Tenanted Properties

33.1.1 When a repair in the above categories is reported to the Customer Service Centre, an appointment will be made, at the tenant's convenience, for the work to be done within the contractual timescales for the category of repair.

33.1.2 Where a tenant contacts the Customer Service Centre and it is identified that there is an outstanding Gas Service at the tenant's house arrangements will be made to have this work carried out with the responsive repair.

33.1.3 If the Customer Service Centre identifies a tenant's house as being without a viable smoke alarm, they will be asked if they would like a battery operated Smoke Alarm fitted when the repair is carried out. They will be asked to sign a Smoke Alarm Disclaimer Form.

33.1.4 If the tradesperson is unable to gain access to the house at the agreed time, the tenant will be notified either by a card left at their address, by a telephone call or text message.

33.1.5 It is the tenant's responsibility to make the new appointment by contacting the Customer Service Centre within 24 hours.

33.1.6 If a new appointment is not arranged within five working days of the original appointment the repair will be cancelled.

33.2

Any repair with a trades appointment

- Access related to Common Parts of the property

33.2.1 When a repair in the above categories is reported to the Customer Service Centre, an appointment will be made, at the tenant/factored homeowner's convenience, for the work to be done within the contractual timescales for the category of repair.

33.2.2 If the tradesperson is unable to gain access to the house at the agreed time, the tenant/factored owner who reported the repair will be notified either by a card left at their address, by a telephone call or text message.

33.2.3 It is the tenant/factored owner's responsibility to make the new appointment by contacting the Customer Service Centre within 24 hours.

33.2.4 If a new appointment is not arranged within five working days of the original appointment the repair will be cancelled.

33.3

Any repairs requiring Pre-inspection

33.3.1 Where a pre-inspection is required, it will be carried out by appointment and within a time period that enables the work to be carried out within the contractual timescale for that category of repair.

33.3.2 Pre-inspecting responsive repairs will only be undertaken where necessary to establish the nature of the repair required or where a reported repair is likely to be complex or costly. GHA will seek to minimise pre-inspections.

33.3.3 If the Inspector is unable to gain access to the house at the agreed time, the tenant/factored owner will be notified either by a card left at their address, by a telephone call or text message that an alternative appointment can be made, within 24 hours, for the Pre-inspection to take place.

33.3.4 It is the tenant/factored owner's responsibility to make the new appointment by contacting the Customer Service Centre within 24 hours.

33.3.5 If a new appointment is not arranged within five working days of the original appointment, the repair will be cancelled.

33.3.6 If a new appointment is made and the Inspector is again unable to gain access at the agreed time, the tenant/factored owner will be notified either by a card left at their address, by a telephone call or text message that the repair has been cancelled.

33.4

Any repairs requiring a pre-inspection and follow up

- Tradesperson's visit

33.4.1 When pre-inspection has been carried out the tenant/factored owner will be notified either by a card left at their address, by a telephone call or text message, of the date work will be carried out to enable the repair to be completed within the contractual timescale for the repair.

33.4.2 If the tradesperson is unable to gain access to the house at the agreed time, the tenant/factored owner will be notified either by a card left at their address, by a telephone call or text message.

33.4.3 It is the tenant/factored owner's responsibility to make the new appointment by contacting the Customer Service Centre within 24 hours.

33.4.4 If a new appointment is not arranged within five working days of the original appointment, the repair will be cancelled.

34 ACCESS FOR CYCLICAL AND PLANNED MAINTENANCE

34.1

Where GHA requires access to premises owned or factored by GHA to carry out Cyclical or Planned maintenance, the tenant/factored homeowner will be notified in writing, giving at least five working days' notice and specifying a morning or afternoon appointment.

34.2

If the appointment offered does not suit the tenant/factored homeowner, an alternative may be arranged with the Customer Service Centre.

34.3

If the Service Provider(s) is unable to gain access to the house at the agreed time, the tenant/factored homeowner will be notified either by a card left at their address, by a telephone call or text message.

34.4

It is the tenant/factored homeowner's responsibility to make an alternative appointment with the Customer Service Centre.

35 GAS SAFETY

35.1

GHA attaches the greatest importance to ensuring the safety of its tenants, their families, visitors and the general public.

35.2

GHA places a high priority on complying with its responsibilities as a landlord to carry out annual safety inspections of gas appliances.

35.3

Valid safety certificates must be in place continuously for every property that GHA owns.

35.4

Regulations provide that Gas Safety checks must be carried out at intervals of no more than 12 months.

35.5

GHA will retain records of all Gas Safety checks for two years. The records will contain all of the information specified in the Regulations as follows:

- The date on which the appliance or flue was checked
- The address of the premises at which the appliance or flue was installed
- The name and address of the landlord of the premises (or, where appropriate, his agent)
- A description of and the location of each appliance or flue checked
- Any defect identified
- Any remedial action taken
- Confirmation that the check undertaken complies with paragraph 9 of the Regulations
- The name and signature of the person carrying out the check
- The registration number with which that individual, or his employer, is registered with a body approved by the Executive for the purposes of regulation 3(3) of the Regulations.

35.6

Not more than 44 weeks after the date on valid safety certificates, tenants will be given notice that a safety inspection is due and an appointment offered.

35.7

If the appointment is unsuitable, the tenant will arrange an alternative via the Customer Service Centre.

35.8

GHA will offer appointments in the evenings and at weekends to promote maximum access.

35.9

In the event that the Service Provider(s) is unable to gain access to a house on more than two occasions, following appointments having been notified to the tenant, the LHO will implement the Gas No Access Procedures.

35.10

These procedures provide for letters to be issued and legal action taken against the tenant for breach of the Tenancy Agreement.

35.11

The tenant will be liable for all court expenses and all associated costs.

35.12

GHA will use these procedures to ensure that all properties have a valid and continuous safety certificate.

35.13

All communications with tenants will stress the importance of completing the safety checks on time.

36 ACCESS FOR ANNUAL GAS SERVICE

36.1

GHA operates a formal procedure in respect of securing access to carry out annual gas servicing.

36.2

This procedure will be rigorously followed at all times, including offering morning or afternoon appointments and ensuring that access is sought at a sufficiently early stage so that all necessary action can be completed and the required safety certificate obtained not later than 12 months from the date of the previous certificate.

36.3

The tenant will be advised, in writing, giving at least five working days notice and specifying a morning or afternoon appointment, of the date on which access is required to carry out the Annual Gas Service.

36.4

If the appointment does not suit the tenant an alternative may be arranged with the Customer Service Centre.

36.5

If the Service Provider(s) is unable to gain access to the house at the agreed time the tenant will be notified either by a card left at their address, by a telephone call or text message.

36.6

It is the tenant's responsibility to make an alternative appointment with the Customer Service Centre.

36.7

Where two appointments have been made with a tenant to carry out an annual gas service and no access has been provided, GHA's Gas No Access Procedures will be implemented which could result in a Court Order to enforce access to carry out the work and recover legal costs incurred by GHA.

37 RECHARGEABLE REPAIRS

37.1

GHAM will charge tenants/factored homeowners for repairs which are carried out but which are not GHA's responsibility.

37.2

The tenant/factored homeowner will be notified at the time of reporting the repair that a charge will be made and will be provided with an indication of the likely cost.

37.3

The circumstances in which a tenant will be charged include:

- Damage caused by negligence by the tenant, a member of their household or visitor within their house or to the common parts of the property
- Damage caused by the tenant, a member of their household or visitor, identified at the End of Tenancy Inspection resulting in repairs required before the house can be re-let
- Wilful damage or acts of vandalism caused by a tenant, by a member of their household or a visitor that has not been reported to the police
- Repairs carried out by GHA at the tenant's request, for example replacing lost or broken keys
- Making good electrical wiring following the installation by the tenant of lighting or other electrical fittings
- Making good the house following improvements/alterations carried out by the tenant without GHA's approval or not to an acceptable standard
- Visits by Service Provider(s) to carry out an annual gas safety inspection when the tenant has not provided access for two previous appointments and GHA has incurred an additional charge.

37.4

The circumstances in which a factored owner will be charged in relation to repairs to common parts include:

- Damage caused by negligence by the factored owner, a member of their household or visitor to the common parts of the property
- Wilful damage or acts of vandalism caused by a factored homeowner, by a member of their household or a visitor to their house to the common parts of the property
- Repairs carried out by GHA at the factored homeowner's request, for example replacing lost or broken controlled access keys
- Making good the common parts of a property following improvements/alterations carried out by the factored owner without GHAM's approval or not to an acceptable standard.

37.5

Where a repair is carried out due to damage caused by a person who is not a tenant/factored owner, a member of their household or visitor to their house and the person can

be identified through, for example, CCTV evidence or other evidence, GHA will pursue action against the person to recover the costs of the repair.

37.6

Where a rechargeable repair has been carried out, GHA/GHAM will recover the cost by invoicing the tenant/factored owner/individual.

37.7

Where an invoice remains unpaid, GHA/GHAM will pursue the debt through the application of its debt recovery procedures as contained in the Arrears and Debts Policy.

38 ADAPTATIONS

38.1

GHA is committed to the provision of high quality housing and neighbourhoods that meet the needs of individual tenants.

38.2

The association aims to maximise the availability of housing for people with diverse needs and recognises that adapting houses can have a significant positive impact on the health and well being of individuals and their households.

38.3

GHA operates an Adaptations Policy to meet the needs of tenants whose circumstances require the addition of specialised facilities or equipment.

38.4

Where an adaptation is proposed to the common parts of a property which includes factored owners (e.g. provision of a wheelchair ramp or handrail) the Deed of Conditions require the consent of all owners prior to work being carried out.

38.5

Where GHA has installed additional or specialised equipment or facilities, these will be maintained in accordance with this Policy.

38.6

In the event that any such additions are no longer required for the person for whom they were provided, GHA will consider whether it is appropriate or practical to remove them and make them available to another household; e.g. wet floor bathrooms will not usually be removed; stair lifts will usually be uplifted by Glasgow City Council and re-located to another household.

39 ALTERATIONS

39.1

GHA recognises that tenants may wish to carry out additional work to their house and that tenants and factored owners may wish to carry out alterations to the common parts of the property.

39.2

GHA is committed to enabling them to carry out alterations, where it is reasonable to do so.

39.3

Tenants and factored owners are permitted to make alterations but must first obtain written consent from GHA and GHAM respectively.

39.4

It is a term of every Scottish Secure Tenancy that the tenant is not to carry out work, other than interior decoration, without the consent in writing of the landlord. Tenants should seek permission from the LHO, in writing, which will make a decision on GHA's behalf. This consent should not be unreasonably withheld.

39.5

Factored owners should seek consent for proposed alterations to the common parts from GHAM which will make a decision on GHA's behalf.

39.6

Examples of improvements that would require consent include:

39.6.1 For Tenants and Factored Homeowners:

- Fixing anything to the external structure of the house, such as structures, security cameras, satellite dish or TV aerial
- Erecting a garage.

39.6.2 For Tenants:

- Installing laminate flooring
- Altering the interior of a house for example replacing internal doors, changing the use of rooms
- Replacing kitchen or bathroom fittings or adding new ones.

39.7

In deciding whether or not consent should be given, GHA/GHAM will take into account the provisions of Schedule 5 to the Housing (Scotland) Act 2001 and the Deed of Conditions where applicable. Consent may include specific conditions which are contained within Schedule 5 of the Housing (Scotland) Act 2001.

39.8

GHA/GHAM will not withhold consent unreasonably and consent may be given where:

- The proposed improvement will meet relevant standards in terms of safety, materials and workmanship. Manufacturers' recommendations for installation and maintenance must be followed and work must be carried out by recognised Service Provider(s), e.g. CORGI registered Service Provider(s) for gas installations
- There are no unreasonable subsequent maintenance requirements
- The alterations or improvements will not make it difficult for the property to be re-let
- Where necessary, appropriate planning consents and building warrants are obtained by the tenant
- Tenants agree that the work is inspected on completion by GHA.

39.9

On receipt of a written application from a secure tenant seeking the landlord's consent to carry out an alteration and giving details of the proposed work GHA may either:

- Consent
- Consent subject to such reasonable conditions as GHA may impose
- Refuse consent, provided that it is not refused unreasonably.

39.10

The conditions which may be imposed include conditions as to the standard to which work is to be carried out and in considering whether to impose such conditions GHA will have regard to:

- The age and condition of the house
- The cost of complying with the condition
- Any guidance issued under section 28(4) of the Housing (Scotland) Act 2001.

39.11

GHA will confirm its consent or refusal and any conditions imposed. In the case of refusal, GHA will give the reasons for the refusal, to the tenant in writing within one month of receipt of the application. If GHA fails to confirm its consent or refusal within one month then it is taken that consent has been given.

39.12

A tenant who is aggrieved by a refusal or by any condition imposed by GHA may use the GHA Housing Appeal Process or raise proceedings by summary application.

39.13

Where an alteration or improvement has been given consent and the required standard and any conditions have been met, GHA will be responsible for future maintenance.

40 COMPENSATION FOR IMPROVEMENTS

40.1

Where a tenant obtains permission for alterations or improvements and complies with any conditions made by GHA, GHA will consider paying compensation for them at the end of the tenancy within the provisions of GHA's Decoration Allowances and Compensation for Improvement Policy and subject to compliance with section 30 of the Housing (Scotland) Act 2001.

40.2

The above Policy sets out in detail:

- Qualifying improvement work
- Amount of compensation
- Claims for compensation
- Set off against any sums owed to GHA
- Disputes procedure.

40.3

Compensation will cover alterations and improvements including new bathrooms and kitchens, double glazing and heating systems.

40.4

Applications for compensation for alterations or improvements must be made by the tenant in writing to the LHO not more than 28 days before the tenancy ends or not later than 21 days after the tenancy has ended. Applications must contain sufficient information to enable the landlord to calculate the amount of compensation.

40.5

A written response will be received by the tenant not more than 28 days after making the application.

40.6

GHA will calculate the compensation to be paid in accordance with the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.

40.7

If the applicant is aggrieved by GHA's decision relating to the application for compensation for improvements they may, within 28 days of receiving notification of the decision, require it to be reviewed or reconsidered using the GHA Housing Appeal Procedure.

40.8

Where a review or reconsideration is taking place it will be conducted in line with paragraph 8(2) of The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.

40.9

The applicant or GHA may appeal to the Sheriff against any decision taken on a review or reconsideration.

40.10

If a tenant has made alterations or improvements without obtaining permission, GHA will charge the tenant for any work necessary at the end of the tenancy to return the house to its previous condition. This is in accordance with the provisions of Section 5.21 of the tenancy agreement.

41 STATUTORY RIGHT TO REPAIR

41.1

Where a tenant reports a repair covered by the provisions of the The Scottish Secure Tenants (Right to Repair) Regulations 2002, fixed timescales apply to the period within which the repair must be completed.

41.2

This Policy takes account of these timescales in categorising repairs and setting response times.

41.3

The Scheme applies to qualifying repairs of not more than £350.

41.4

If a qualifying repair is not started within the required timescale, the tenant can instruct a Service Provider(s) from GHA's Approved List. The tenant will be provided with the name of an alternative Service Provider(s) from GHA's approved list who can be contacted by the tenant if the repair is not carried out on time. The Service Provider(s) will charge GHA.

41.5

GHA will establish procedures, without the requirement for the tenant to submit a claim, to pay compensation to secure tenants where a qualifying repair has not been completed by the last day of the maximum period specified in the Regulations, and set out below.

41.6

The level of compensation will be:

- £15 and £3 for every working day in the period – subject to a maximum of £100.

41.7

The period commences on the day after the last day of what would have been the maximum period if the maximum period had applied to the other listed Service Provider(s) and had started on the day after the day of receipt of instruction and finishes with the day on which the qualifying repair is completed.

41.8

Tenants will be advised by the Customer Service Centre if the repair is covered by the Scheme, of their rights under the Scheme and the date by which the repair should be completed.

41.9

Repairs which are covered by the Scheme include:

REPAIR	WORKING DAYS TO COMPLETE
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks, or toilets where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Loss of electric power	1
Loss of water supply	1
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 there is no alternative heating available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1
Partial loss of electric supply	3
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

42 VOID PROPERTIES

42.1

In accordance with the Void Policy, GHA aims to maximise rental income through efficient void processes.

42.2

Houses will be inspected within one working day of becoming vacant and any repairs that are necessary will be instructed within two working days of the house becoming vacant.

42.4

GHA recognises that the condition in which a house is offered has a significant impact on whether or not a prospective tenant will accept the offer and on how sustainable the tenancy is likely to be. GHA will ensure that its properties are of an appropriate lettable standard.

42.5

GHA may include scheduled or outstanding internal improvement works (e.g. new kitchen, new bathroom) before re-letting a property.

42.6

Any rechargeable repairs necessary to bring the void back up to a lettable standard will be invoiced in accordance with the Arrears and Debts Policy.

43 RIGHT TO BUY APPLICATIONS

43.1

Where a tenant makes an application to purchase their house under the Right To Buy Scheme, GHA will, whilst the application is being processed, continue to meet its obligations to maintain the house by ensuring that it is wind and water tight and reasonably fit for human habitation.

43.2

GHA will not carry out responsive repairs, planned or cyclical maintenance to the house during this time, unless it is required to maintain the house wind and watertight and reasonably fit for human habitation, or free from any hazard.

44 COMPLAINTS

44.1

GHA aims to get its services right first time but recognises that this may not always be the case. GHA is committed to achieving the highest possible levels of customer satisfaction and will investigate complaints positively in order to obtain a satisfactory resolution and inform service improvements.

44.2

If a tenant/factored owner has a complaint about the operation or delivery of the Repairs and Maintenance service, the complaint should be reported, in the first instance to the Customer Service Centre. The Customer Service Centre will:

- Log it as a Customer Complaint on GHA's Customer Relationship Management System
- Try to resolve the complaint at first contact
- If the complaint is from a factored homeowner, staff will check with the GHAM Customer Service team to establish if they are dealing with a similar complaint.

44.3

The complaint will be investigated by the GHA or GHAM and the tenant/factored owner advised of the outcome of the complaint.

44.4

If a tenant/factored homeowner is not satisfied with the outcome of a complaint dealt with under sections 44.2 and 44.3 above, he/she should follow the GHA's or GHAM's Complaints Policy by contacting the Customer Service Centre in the first instance if he/she is a tenant or by contacting GHAM directly if he/she is a factored homeowner. A dedicated team or senior staff member will investigate the complaint.

44.5

If a tenant/factored homeowner is still unhappy, they may make a formal appeal to GHA's Appeals sub-committee.

44.6

Customers will be provided with details of the Scottish Public Service Ombudsman.

45. POLICY REVIEW

45.1

GHA will review this policy at least every three years. Any review will take account of the tenant participation requirements of Section 54 of the Housing (Scotland) Act 2001.

46. LINKS WITH OTHER POLICIES

46.1

GHA's Repair and Maintenance Policy is supported by and links to a number of other GHA service policies and strategies such as:

- Adaptations Policy
- Arrears and Debts Policy
- Asbestos Policy
- Asset Management Strategy
- Compensation for Improvement Policy
- Complaints Policy
- Data Protection Policy
- Equality and Diversity Strategy
- Estate Management Policy
- Factoring Policy
- Glasgow Gold Policy
- House Sales Policy
- Human Resources Policies
- Health and Safety Policies
- Lets to Other Organisations Policy
- Repairs and Maintenance Procurement Strategy
- Sustainability Strategy
- Tenant Participation Strategy
- Unacceptable Actions Policy
- Void Policy.

Better homes, better lives

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