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Policy Name	Repairs and Maintenance Policy
Policy Author	Property Manager
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West Whitlawburn Housing Co-operative will provide this policy on request at no cost, in larger print, in Braille, in audio or other non-written format, and in a variety of languages. Please contact the office.



Registered with the Scottish Housing Regulator No. 203
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1. Introduction

West Whitlawburn Housing Co-operative (WWHC) is committed to the provision of a high-quality maintenance service, which delivers value for money for tenants.

This Policy outlines WWHC's broad aims in relation to our repairs and maintenance service. It sets out a range of general principles that will guide our activities and standards of service that we aim to implement. It details WWHC's approach to delivering reactive, cyclical, and planned maintenance to meet the needs of tenants with regard to all legislative, contractual, regulatory and good practice requirements.

We aim to ensure our housing stock is well maintained and to put in place comprehensive repairs and maintenance services to achieve this and to ensure the long-term viability of our properties.

2. Regulatory and Legal Framework

2.1 Scottish Social Housing Charter (SSHC)

The SSHC sets out the standards and outcomes that all social landlords should aim to achieve when delivering their housing services. We will comply with the Charter requirements relating to the provision of a reactive and planned maintenance service as noted below:

Outcome 1: Equalities - Every tenant and other customer has their individual needs and rights recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

Outcome 2: Communication - Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.

Outcome 3: Participation - Tenants and other customers are offered a range of opportunities that make it easy for them to participate in, and influence their landlord's decisions at a level they feel comfortable with.

Outcome 4: Quality of Housing - Tenants' homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS), and any other building quality standard in place throughout the tenancy; and also meet the relevant Energy Efficiency and Zero Emission Heat Standard.

Outcome 5: Repairs, Maintenance and Improvements - Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

Outcome 13: Value For Money - Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

2.2 Legislation and Best Practice

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

- The Scottish Social Housing Charter
- The Scottish Housing Quality Standard
- Energy Efficiency Standard for Social Housing
- The Health & Safety at Work Act 1974
- The Housing (Scotland) Act 1987, 2001 & 2010
- Construction (Design and Management) Regulations 2015
- Procurement Reform (Scotland) Act 2014
- The Procurement Scotland Regulations
- Data Protection Act 1998
- Freedom of Information (Scotland) Act 2002

WWHC will meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes. Legislation relating to Gas Safety, Water Safety, Asbestos Safety, Lift Safety, Electrical Safety, Fire Safety and Dampness, Mould and Condensation is detailed in each policy. (See Section 2.3 Associated Policies)

2.3 Associated Policies

This Policy should be read in conjunction with the following policies and procedures:

- Asset Management Strategy
- Asbestos Management Policy and Plan
- Dampness, Mould and Condensation Policy
- Electrical Safety Policy
- Fire Safety Policy
- Gas Safety Policy
- Legionella Management Policy
- Lift Safety Policy
- No Access Policy
- Rechargeable Repairs Policy
- Adaptations Policy
- Alterations and Improvements Policy
- Void Management Policy
- Procurement Policy

- Complaints Handling Policy and Procedure
- Equality and Diversity Policy
- Tenant Participation Policy
- Estate Management Policy
- Privacy Policy

2. Policy Objectives

The principal aim of the Repairs and Maintenance Policy is to provide an effective and efficient service, which meets our legal obligations and repairing obligations set out in the Scottish Secure Tenancy agreement. (Extract at Appendix 1).

The Policy objectives are to:

- Ensure that properties are well maintained, safe, secure and meet the Scottish Housing Quality Standard (SHQS) and energy efficiency standards
- Provide an efficient and effective reactive repairs service that is responsive to the needs of tenants
- Maximise the number of reactive repairs that are completed right first time and minimise repeat repairs
- Monitor contractor performance to enhance value for money and ensure continuous improvement.
- Collect and record information on the condition of our stock and use this to inform the planning of maintenance and improvement work and the financial planning process
- Maximise tenant satisfaction with the maintenance service and use feedback to review and improve the service.
- Enable the Management Committee to exercise due control over repairs and maintenance activities; through ensuring appropriate performance reporting systems are in place.
- Provide tenants with regular performance information
- Ensure adequate financial provision for the delivery of maintenance services and planned improvements.
- Regularly review our arrangements for the procurement of repairs and maintenance works
- Ensure the Health and Safety of our tenants
- Ensure that tenants have a fair and equitable access to the maintenance service
- Ensure that the recruitment, selection and appointment of contractors to the approved Contractors List is conducted in a fair and equitable manner with due regard to WWHC's Equality and Diversity Policy.

4. Equalities

We are committed to ensuring equal opportunities and fair treatment for all people in our work. In implementing this Policy, we will provide a fair and

equal service to all people, irrespective of factors such as gender, race, disability, age, sexual orientation, language or social origin, or other personal attributes.

5. Data Protection

When processing personal information for repairs and maintenance work, WWHC will ensure compliance with the requirements of legislation and with the Privacy Policy.

6. Risk Management

Robust policies and procedures mitigate the risks of poor services, low confidence of tenants and external stakeholders, reputational damage and regulatory intervention. Strategic risks are added to WWHC's risk management strategy, which details the control systems on how the Co-operative will minimise the risk identified.

Policy risks:

- Failure to comply with relevant legislation resulting in possible legal challenges.
- Failure to comply with regulatory guidance.
- Maintenance costs exceeding budget levels.
- Injury to residents or staff resulting from problematic repair and maintenance work
- Early component failure

Mitigations:

- Effective implementation of the Repairs and Maintenance Policy and associated policies and procedures
- Effective monitoring systems to ensure compliance with legislative, regulatory and good practice guidance
- Appropriate training being made available to staff to ensure high standards of service are maintained.
- Budget monitoring and progress with repairs and maintenance works regularly reported to Management Committee.
- Adequate financial resources being in place to support the delivery of repairs and maintenance services.

7. Classification of Repairs and Response Times

Type	Description	Example
Reactive repairs	Day to day repairs that are required within a relatively short timescale to ensure the health, safety and security of tenants and	Leaking tap Loss of heating

	prevent damage to or deterioration of property	
Cyclical maintenance	Repairs or improvements carried out through a programme of work or inspections at regular intervals	Gutter cleaning Gas servicing
Planned maintenance	Planned replacement of external or internal components of a building	Window replacement Kitchen replacement
Void repairs	Repairs carried out at the end of tenancy before a property is re-let	See Void Management Policy
Rechargeable repairs	Repairs required as a result of neglect or misuse by the tenant or a member of the tenant's household are not normally the responsibility of WWHC.	See Rechargeable Repairs Policy
Adaptations	Adaptations carried out to tenants homes to enhance quality of life and allow them to continue to live in their homes for as long as possible.	See Adaptations Policy
Alterations and Improvements	Alterations or improvements carried out by the tenant with prior written approval	See Alterations and Improvements Policy

7.1 Reactive Repairs

All reactive (or day to day) repairs will be prioritised based on their urgency as either Emergency, Urgent or Routine and target completion times for each category of repair will be as follows:

Category	Type of repair	Overall timescale
Emergency	Investigate and make safe immediately. Make good or provide adequate temporary alternative facilities	Complete or make safe within 4 hours
Urgent	Repair any defects that significantly detract from the tenant's use of the property and which would cause rapid deterioration if not attended to.	Complete within 3 working days
Routine	Any repairs which are identified as responsive repairs and which cannot be delayed until a future cyclical	Complete within 7 working days

	maintenance programme or planned programmed renewal.	
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Examples of **Emergency Repairs** include the following:

- significant water ingress to property where the tenant is unable to stem the ingress.
- water burst or flooding (uncontainable)
- no water supply
- blocked or leaking foul drains or soil stacks
- blockage or no flushing of the only toilet
- no heating
- blocked flue to boiler
- loss or partial loss of gas supply
- no electricity or electrical faults that may endanger occupants of the property
- faulty cooker control unit
- unsecured external door or windows on a lower level
- any Health & Safety related issue

WWHC operates an out of hours service, which is available for emergency repairs only. Through this service, we will attend to an emergency repair if there is an immediate danger to a tenant's health and safety or further damage will be caused to the property if the repair is delayed. If a repair is not classed as an emergency, we will arrange a mutually convenient appointment within our priorities and timescales within normal working hours.

Examples of **Urgent Repairs** include the following:

- leaks from water or heating pipes, tanks or cisterns
- partial loss of water supply
- no hot water;
- blocked sink, bath or basin
- choked or no flushing toilet, where there is more than one toilet in house
- partial loss of electrical supply
- repairs to mechanical extractor fan
- loose or detached banister or handrail
- unsafe timber flooring or stair treads
- door-entry repairs

Examples of **Routine Repairs** include the following:

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

7.2 Right to Repair

The Housing (Scotland) Act 2001 gave all Scottish secure tenants the statutory right to have small urgent repairs carried out by their landlord within a given timescale. This is called the Right to Repair scheme.

7.2.1 Qualifying Repairs

The scheme covers certain qualifying repairs up to the value of £350 and gives timescales for completion:

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

Where A qualifying repair has not started within the given timescale, tenants may contact a second contractor (named by WWHC), or where the work has started but not been completed within the maximum time, the tenant may be entitled to compensation of £15. If they do not complete the repair within the time limit, WWHC will compensate the tenant £3 for each working day until the repair has been completed, up to a maximum of £100 for any one repair.

7.3 Repairs by Appointment

In order to provide a service that is responsive to the needs of tenants, we will provide repairs by appointment system for most urgent and routine repairs.

Appointments will be available on working days, with a choice of morning or afternoon timeslots. Morning timeslots will cover 8am to 12noon and afternoon timeslots will cover 12noon to 6pm.

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

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

7.4 Right First Time

WWHC aims to ensure that non-emergency repairs are carried out 'right first time, in that:

- They are carried out within the target timescales and
- Without the need to return a further time because the repair was inaccurately diagnosed and/or unresolved.

Due to the nature of some repairs, more than one visit may be required to complete the work. In these circumstances, we will agree a programme and timescale for completion.

7.4.1 Complex repairs

In certain circumstances, the complexity of a repair may affect our ability to

carry out the work 'right first time.' Where this arises, we will keep tenants informed of progress and indicative timescales.

Complex repairs include repairs where:

- Materials need to be manufactured or obtained from specialist suppliers
- The extent or nature of work is such that it cannot be safely completed within the timescales.
- Where work is subject to the provision of planning permission, building warrants or notification periods.
- Where weather conditions do not permit work to be undertaken safely (i.e., roof repairs in severe winds)
- Investigation work is required to assist diagnosis.
- Scaffolding or specialist equipment is required.

7.5 Access

In accordance with the Tenancy Agreement (Extract at Appendix 1), tenants are required to provide reasonable access to allow repairs to be carried out to their home or adjoining property. Where access is needed, at least 24 hours' notice in writing will be given.

In the event of emergencies, immediate access may be essential and in exceptional circumstances, forced access may become necessary.

Examples where this could arise include:

- There is a danger to life, personal injury, or health.
- Substantial damage to property is likely.
- A property is insecure.

See No Access Policy for more information on forced access.

8. Reporting and Monitoring

8.1 Publicity

WWHC will publicise information about our repairs and maintenance service and performance through our:

- Website
- Newsletters
- Tenant Handbook / Portal
- Annual Report

8.2 Repair Reporting

Tenants should report repairs required as soon as reasonably possible and can do so by:

- Telephone during office hours
- In person at the office or Concierge Station
- Out with office hours by contacting our Concierge Station
- By letter or email
- Website (non-emergency repairs)

8.3 Performance Monitoring

The effectiveness of this policy will be monitored on a continual basis to ensure that the service continues to meet the needs of our tenants and provides excellent value for money by:

- Obtaining tenant feedback at the point of service delivery through text and telephone surveys, newsletters, tenants panel meetings and consultation events.
- Assessing and learning from complaints relating to service delivery.
- Robust pre and post inspection processes to assess the quality of workmanship and tenant experience.
- Carrying out safety audits on key areas of work in line with the Gas Safety and Electrical Safety Policies
- Scrutinising invoices and comparing the performance of contractors.
- Assessing performance against the Scottish Social Housing Charter
- Auditing areas of service through internal audit arrangements
- Benchmarking our performance against other Scottish Registered Social Landlords
- Examining and sharing best practice through peer groups and forums
- Key areas of performance will be reported to the Management Committee through the Performance, Assurance and Risk (PAR) Sub Committee quarterly, and communicated to tenants through our website, newsletters and Annual Report

WWHC will closely monitor performance to ensure that quality standards are maintained, there is continuing value for money and tenants are satisfied with the service.

8.3.1 Pre Inspections

WWHC staff or specialist consultant if required, need to undertake assessments on our properties in order to determine appropriate repair

action to be taken at times. If a pre inspection is required, this will not alter the overall priority timescales we set ourselves to complete a repair. We will inspect a defect before instructing a repair if:

- there is any doubt about the nature, extent or cost of a repair
- a similar repair has recently been carried out to the same property
- it is a structural defect that has the potential to cause harm or deteriorate rapidly
- we know, or reasonably suspect, that the tenant may have caused damage to the property
- the repair could potentially lead to an insurance claim

All work packages to be carried out as part of cyclical or major repairs programmes will be pre-inspected and supervised whilst works are ongoing until completion.

Where a problem arises with a specific contractor, special monitoring arrangements will be put on place by the Property Manager until the performance issue has been addressed.

At least 10% of reactive repairs will be pre-inspected prior to instruction and includes all pre inspections carried out by Concierge Officers, Property Officers, Housing Officers and Consultants.

8.3.2 Post Inspections

WWHC will carry out a number of post repair inspections to ensure that the quality of repairs completed on our properties is of a high standard and that our contractors are providing us with a value for money service.

WWHC will carry out post inspections upon completion of a repair to ensure that the quality continues to be of a high standard and the invoice value is acceptable under our contractual arrangements.

We will inspect a sample of repairs based on the following:

- completed repairs costing in excess of £1,000
- completed repairs where there are complaints from tenants about the quality of a repair
- where there is evidence that the contractor has performed poorly

The following specific types of repairs will be both pre and post-inspected:

- Dampness, including water ingress, condensation and fungal growth on walls in line with our Dampness Condensation and Mould Policy
- Low rise and MSF door entry systems where any doubt exists whether the fault is the latch or the keeper

- Water leaks from above
- Paving slabs and roads
- Cladding repairs
- Roof repairs
- Void repairs
- Medical adaptations
- Planned and cyclical maintenance works
- Non heating out of hours emergency repairs if the report information is unclear

At least 10% of reactive repairs will be post inspected after completion and includes all post inspections carried out by Concierge Officers, Property Officers, Housing Officers and Consultants.

8.3.3 Tenant Satisfaction

Tenants will be asked for their feedback on the service delivered, quality of completed work and contractor performance at the point of service delivery and through follow-up telephone / text surveys.

We will carry out a minimum of 10% satisfaction surveys on all completed repairs

Where problems are identified, they will be followed up and resolved by Property Staff. Satisfaction survey results will be completed quarterly and reported to the Performance, Assurance and Risk Sub Committee.

8.3.4 Response Time Monitoring

All repairs reported are categorised and given a target response time as detailed in section 7.1.

The Property Manager will monitor response times on a monthly basis and report performance against target the Performance Assurance and Risk Sub Committee quarterly.

8.3.5 Expenditure Monitoring

Maintenance expenditure across all budget heads will be monitored and reported to the Performance Assurance and Risk Sub Committee quarterly.

8.3.6 Repair Records

Comprehensive maintenance records will be retained on the Co-operative's housing management system at an individual property level. This will include work completed, tenant feedback, cost, and contractor information, together with copies of documentation/certification.

The housing management system will accommodate reporting against the Scottish Social Housing Charter and key performance indicators. It will also provide reports on contractor performance and business intelligence to assist strategic decisions relating to component and asset performance.

9. Contractor Management

All repairs and maintenance contractors will be appointed in accordance with the Co-operative's Procurement Policy and will be required to comply with the conditions therein.

WWHC expects Contractors to:

- ensure that works are carried out in accordance with the Co-operative's instructions and with minimum of disruption to tenants
- introduce themselves to the tenant and show proof of identity
- always behave in a proper and professional manner, refraining from smoking, bad language, playing radios and working under the influence of alcohol or illegal drugs.
- take care of the customers' property and possessions and always protect them from dust, paint, etc.
- keep safe all materials and equipment used on site to avoid danger to occupants and visitors
- clear any rubbish arising from works from property, the garden or other areas outside the property
- comply with health and safety legislation and relevant codes of practice
- comply with our Equality and Diversity Policy

10. Maintenance Programmes

10.1 Cyclical Maintenance Programme

A programme of cyclical maintenance including regular inspection, repair and replacement will be maintained and implemented to ensure component parts or installations are functioning properly and extend or protect such components or installations from wear and tear.

Preventative inspection and maintenance of specific elements that are the responsibility of the Co-operative will be carried out regularly. Our cyclical programme of inspections and remedial work includes (not exhaustive) the following:

- Landlord Health and Safety as required by Gas Safety, Water Safety, Asbestos Safety, Lift Safety, Electrical Safety, Fire Safety and Dampness, Mould and Condensation Policies
- Ground maintenance

- Play equipment
- Fire detection equipment and emergency lighting
- Window safety catches
- MSF common areas
- Low rise common areas
- Lightning protection
- Estate - roads, slabs, drains, copes and paths
- Office and Concierge Station

10.2 Planned Maintenance

Planned maintenance and major repairs consists of the systematic renewal of major components of the building fabric and fixtures due to deterioration, failure, or where these have reached the end of their useful life, for example kitchen units, boilers, bathroom suites, windows, doors, etc.

The Co-operative will develop a programme of planned maintenance and component replacements through the Asset Management Strategy, which is informed by life cycle assessment and stock condition surveys. Work may also be required due to changing legislation and regulation.

The Co-operative aims to ensure our stock continues to meet the Scottish Housing Quality Standard (SHQS) and will endeavour to address and remedy any identified components due for replacement but in abeyance due to tenant refusal.

10.2.1 Inspections

WWHC will maintain a detailed understanding of the housing profile through a system of inspections to determine stock condition allowing maintenance plans to be kept up to date.

When visiting properties, staff will note and report any evident repair issues. Estate inspections to generally assess overall conditions will be carried out quarterly by the Property Officer. All other staff and Committee should notify the Property team of any repairs as soon as identified.

10.2.2 Life Cycle Costings

The Co-operative will make provision for lifetime maintenance of completed improvement work.

Life cycle costings will be reviewed on a regular basis to reflect stock inspections and component performance. The Property Manager will ensure there is close liaison with finance staff and other departments in the planning of new projects to assist with long term maintenance.

10.2.3 Major Repairs Programme

The Co-operative will make provision through the Asset Management Strategy for renewals of components through a major repairs programme as determined by the life cycle costing exercises and stock condition surveys.

The programme will:

- include replacement of, or repair to features of the property which have reached the end of their economic life.
- be in place as a comprehensive 5-year plan detailing work packages, inspections, timings, estimated and out turn costs
- be subject to annual review to ensure a rolling 5-year programme is in place at all times

Reports on progress will be made to the Management Committee through the Performance, Assurance & Risk Sub Committee on a 6 monthly basis.

11. Delegated Authority

The overall control of the Repairs and Maintenance Policy rests with the Management Committee.

Delegated authority for policy implementation and performance monitoring has been passed to the Property Manager and senior staff team.

The day-to-day management of the repairs and maintenance service is delegated to staff members with the following individual levels of authority to spend or commit to spend within approved budget.

Estimated works cost	Procedure required	Role
up to £1,000	Works order	Property Assistant
Up to £5,000	Works order or quotations depending on the nature/urgency of work*	Property Officer
Up to £10,000	*As above	Property Manager
Up to £20,000	*As above	Director, Deputy Director
Over £20,000	*As above	Management Committee

12. Insurance

WWHC maintains comprehensive insurance across our activities and our

properties to provide protection against repair works defined as insurable events for example, excessive water leaks, storm damage and fire damage.

Approval to proceed with an insurance claim is the responsibility of senior staff members who must consider the potential impact of claims on premiums.

Where a claim is authorised, all invoices should be passed along with relevant paperwork to the insurer for recovery of the cost of the works and any other associated costs, less the policy excess.

WWHC also advises tenants to have home content insurance in place.

13. Complaints

Anyone who is not satisfied with the service they have received as a result of this Policy has a right to complain using our Complaints Handling Procedure.

14. Policy Review

This Policy will be reviewed on a 3 yearly basis or sooner if required by regulatory or legislative changes.

Appendix 1
Scottish Secure Tenancy Agreement
Housing (Scotland) Act 2001 and 2014

Section 5: Repairs, Maintenance, Improvements and Alterations

Repairs and maintenance: our responsibilities and rights

- 5.1 In this Agreement, the words “repair” and “repairs” 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.
See Void Management Policy
- 5.3 During the course of your tenancy, we will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and in all 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.

See Dampness, Mould and Condensation Policy

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.

5.8 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:
- the supply of water, gas and electricity;
- sanitation (for example basins, sinks, baths, showers, toilets);
- hot water heating;
- 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.

See Alterations and Improvements Policy

- 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; **See Gas Safety Policy**
- 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.

5.9 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 Byelaws.

5.10 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.

See Rechargeable Repairs Policy & Estate Management Policy

This paragraph does not apply to damage caused by:

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

In certain circumstances, we may require you to make an advance payment prior to implementing works in accordance with this clause.

5.11 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.

5.12 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.

See No Access Policy

5.13 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.

5.14 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.

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

Repairs and maintenance: your responsibilities and rights

5.16 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. You can report emergency repairs outwith office hours by contacting our concierge station.

5.17 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.

5.18 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. **See information at Appendix Right to Repair**

5.19 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 complaints procedure (see paragraph 9.1); AND
- you have finished the complaints procedure and you are still dissatisfied,
OR 3 months have passed since you made the formal complaint under the complaints 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.

5.20 You are strongly recommended to insure your personal possessions against loss or damage caused by fire, flood, theft, accident etc.

Equalities Impact Assessment

Policy/Project/Service Information			
Lead Officer	Property Manager		
Policy / Project / Service	Repairs and Maintenance Policy	New Policy / Project / Service or revision of existing?	Revision
Is this a reassessment following amendments being required at a previous assessment?	No		
Briefly describe the aims, objectives and purpose of the policy / project / service.	<p>The policy outlines WWHC's aims in relation to our repairs and maintenance service. It sets out the principles that will guide our activities and standards of service that we aim to implement. It details WWHC's approach to delivering reactive, cyclical, and planned maintenance to meet the needs of tenants with regard to all legislative, contractual, regulatory and good practice requirements.</p> <p>The principal objective is to provide an effective and efficient service, which meets our legal obligations and repairing obligations set out in the Scottish Secure Tenancy agreement.</p>		
Who is intended to benefit from the policy / project / service? (Eg. applicants, tenants, staff, contractors)	Tenants, applicants, staff and contractors		
What outcomes are wanted from this policy / project / service? (Eg. the measurable changes or benefits to members/ tenants / staff)	<ul style="list-style-type: none"> • Ensure that properties are well maintained, safe, secure and meet the Scottish Housing Quality Standard (SHQS) and energy efficiency standards • Maximise the number of reactive repairs that are completed right first time and minimise repeat repairs 		

	<ul style="list-style-type: none"> • Monitor contractor performance to enhance value for money and ensure continuous improvement. • Maximise tenant satisfaction with the maintenance service and use feedback to review and improve the service. • Enable the Management Committee to exercise due control over repairs and maintenance activities; through ensuring appropriate performance reporting systems are in place. • Ensure adequate financial provision for the delivery of maintenance services and planned improvements. • Regularly review our arrangements for the procurement of repairs and maintenance works • Ensure the Health and Safety of our tenants • Ensure that tenants have a fair and equitable access to the maintenance service
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Consultation

Who have you engaged and consulted with as part of your assessment?

Management Committee members.

We will promote and raise awareness of our policy through our website, newsletter and tenant handbook

Equalities Impact Assessment

Which protected characteristics could be affected by the policy, practice, or service?		Identify any positive impact/s that could result for each of the protected characteristic groups.	Identify any negative impact/s that could result for each of the protected characteristic groups.
Age	X	Policy is designed to ensure that tenants have a fair and equitable	None
Disability	X		

Gender Reassignment	X	access to the maintenance service The recruitment, selection and appointment of contractors to the approved Contractors List is conducted in a fair and equitable manner with due regard to WWHC's Equality and Diversity Policy.	
Marriage & Civil Partnership	X		
Race	X		
Religion/Belief	X		
Pregnancy/Maternity	X		
Sex	X		
Sexual Orientation	X		

Action Plan To Mitigate Negative Impact		
What action/s are required to address the impacts arising from this assessment?		
Protected characteristics	Action	Implementation Date
Age	The Policy can be made available in alternative formats and can be translated into another language as required. An interpreter service is available on request.	
Disability		
Gender Reassignment		
Marriage & Civil Partnership		
Race		
Religion/Belief		
Pregnancy/Maternity		
Sex		
Sexual Orientation		
Human Rights		

Final Decision	Tick relevant box	Include explanation where appropriate
Approved for implementation without change	X	
Amend or change the Policy/Project/Service		
Continue the Policy/Project/Service without change (despite impact)		
Stop the Policy/Project/Service		
Lead Officer Signature		Samantha Lester
Date		30/07/2025
Date approved by Management Committee/ Sub Committee		11/08/2025