

# LOOKING AFTER YOUR HOME

## Landlord Responsibilities

The Association is responsible for maintaining the structure and exterior of the property and for ensuring that it is fit for human habitation.

This includes:

- ✘ The maintenance of all installations provided for space heating, water heating and sanitation and for the supply of water, gas and electricity.
- ✘ Maintaining drains, gutters and external pipes. (excluding blockages caused by tenant negligence)
- ✘ The external envelope i.e. the roof, outside walls, windows and doors.
- ✘ The internal structure i.e. walls, floors, ceilings, doors and doorframes. (excluding decoration).
- ✘ Chimneys, chimneystacks and Flues (excluding sweeping).
- ✘ Pathways, steps or other means of access/egress.
- ✘ Integral garages and stores.
- ✘ Boundary walls and fences if damage significantly affects your use of the common parts of your house or if it poses a danger to any user.
- ✘ drying posts.
- ✘ Making good accidental damage, in some circumstances, provided that it has been notified to the Association within 24 hours of occurring, or as soon as is reasonably practicable, by the tenant or by someone acting on the tenants behalf.
- ✘ Making good damage caused by acts of vandalism or criminal activity provided they have been notified to the police within 24 hours of occurring, or as soon as is reasonably practicable, by the tenant or by someone acting on the tenants behalf.



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## Tenant Responsibilities

- ✘ Tenants must keep the interior of the house in good and clean condition and good decorative order.
- ✘ Tenants must with other occupiers, sweep and clean the common parts, including close and stairs, back court areas, drying areas, bin stores etc. This should be carried out on a weekly basis at least, or as required unless such cleaning is provided as a service.
- ✘ Tenants must report promptly to the Association, any defect or disrepair including that which is due to accidental damage or as a result of vandalism.
- ✘ Tenants must repair or replace items damaged through neglect or carelessness on the part of the tenant, any member of the tenant's household or their visitors.
- ✘ Tenants are responsible for damage to glass, sink or sanitary ware, choked sinks or sanitary ware (if the choke is found to be the fault of the tenant), replacement sink plugs or chains, light bulbs and starters including fluorescent strip lights, smoke alarm batteries, internal door handles, lost or broken keys and any cost incurred through forcing entry due to lost keys and toilet seats.
- ✘ Tenants must allow the Association's employees and/or approved contractors access at all reasonable hours to inspect the condition of the house or to carry out repairs to the house or adjoining property. The Association will give the tenant 24 hours notice of access being required, except in the case of an emergency, when access will be required to be given immediately.
- ✘ Tenants should ensure that access hatches are not blocked or tiled over. Some properties may have hatches allowing access to common services; these should be kept clear at all times.



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## Rechargeable Repairs

- ✂ Tenants may be recharged if they fail in any of their responsibilities i.e. The Association may carry out the works and recover the costs from the tenant.
- ✂ Tenants should be mindful of the fact that repairs attended to in the evening and at weekends can be very expensive. If a rechargeable repair can reasonably be left until the first available working day then your costs will be far less.

Please find below some common examples of repairs that are rechargeable to the Tenant.

### 1. Blocked WC's sinks, showers etc.

Proper and regular cleaning should prevent the occurrence of blockages. Tenants should not dispose of oil and fat, excessive grease, tea leaves etc down the sink, the build up of hair etc should be cleared from plug holes, waste traps etc and it is strongly advised that over the rim WC toilet blocks, cleaners or fresheners are not used especially where there are children in the house. Blockages occurring as a result of broken pipe work are comparatively rare and these are not rechargeable to the tenant.

### 2. Washing Machines

Leaks from washing machine connections, door seals etc are very common indeed and repairs resulting from these are the responsibility of the tenant. Flooding can create serious difficulties to downstairs neighbours in particular and the greatest of care should be taken when installing your machine. You should never leave leaks unchecked no matter how small and have these attended to immediately by a plumber or washing machine engineer.

### 3. Lost Keys

Tenants who lock themselves out or who lose their keys and who then require a contractor to force entry to the property will be recharged for this and any subsequent damage to windows, doors, door frames, locks etc incurred in gaining entry. Often these repairs occur out of hours and incur the high costs of an emergency call-out. It is recommended therefore that wherever possible tenants leave a spare set of keys with a friend or relative.

### 4. Faulty Appliances

Household appliances are owned and maintained by the tenant. A faulty appliance can often 'trip' the electric R.C.D.'s / circuit breaker resulting in a temporary partial loss of power. Tenants are advised to unplug all appliances, reset the circuit breaker and then

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plug in their appliances one at a time until the system trips again. The last appliance to be plugged in is the faulty appliance. This procedure can be explained to you in detail and if necessary demonstrated by arrangement with the Maintenance Officer. If however an electrician is called out to attend to a fault, which turns out to be due to an appliance, then costs will be recharged to the tenant.

## 5. General Neglect

Abuse of the property including its fixtures and fittings is not reasonable wear and tear and will be recharged to the tenant. Common examples are holes in doors, loose or missing kitchen unit doors and drawer fronts, burns to work tops, gas fires painted, unapproved removal of heating or other appliances provided by the Association, closes and bin store areas not cleaned, failure to report minor repairs which then become more serious and costly.

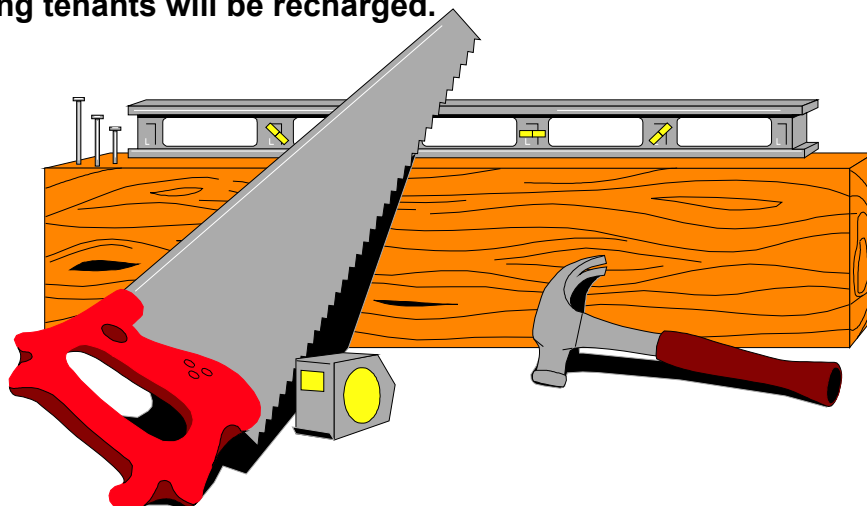
## 6. End of Tenancy Repairs

When a tenant gives up their tenancy they are obliged to return two sets of keys to the Association and to leave the property in a clean and habitable condition. The property should be emptied of all tenants possessions and household goods including floor coverings, furniture, rubbish etc. Washing machine connections and waste pipes should be properly capped and made safe. Any fittings that the tenant has installed or for which they are responsible and intend to remove should be made good. i.e. If removing fittings then the original arrangements provided by the Association must be properly reinstated. If at the end of tenancy these items have not been attended to then the Association will have them carried out and recharge costs to the outgoing tenant.

## 7. Rubbish Disposal

Tenants are required to deposit rubbish in the wheelie bins provide and ensure the bin is taken out for collection each week.

**Bulk household items can be collected FREE by West Dunbartonshire Council by telephoning them. In cases where tenants have not complied with this resulting in rubbish or household items lying in the communal areas, offending tenants will be recharged.**



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## Reporting Repairs

- ✂ If you have a repair which requires attention, please help the Association to fulfil its responsibilities by reporting it to the Association without unnecessary delay.
- ✂ You should take all necessary precautions to protect yourself and the property until the problem is remedied.
- ✂ Reports can be made via telephone or fax, e-mail or in person at the Association Offices.
- ✂ Tenants should give their name, address, telephone number and wherever possible a suitable access arrangement. If you have made an access arrangement and you are not going to be at home then you must notify the Association in advance so that abortive calls and unnecessary costs are minimised. Tenants should be aware that they might be recharged for unnecessary abortive calls.
- ✂ Please give as full a description of the repair as you can, this will help to ensure that correct and effective repairs are instructed.
- ✂ When a contractor calls to carry out a repair they will have a works order or job card for you to sign when the work is completed. This is confirmation to the Association that the work has in fact been completed and that you are satisfied with the repair. It is therefore very important that you sign and date the form or contact the Association to advise that you are not completely satisfied.



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## Emergency Repairs



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- ✂ Emergency repairs occurring within normal office working hours should be reported to the Associations Offices immediately.
- ✂ Emergency repairs occurring outside normal office working hours i.e. in the evenings, weekends and public holidays, should be reported to the appropriate Emergency Contractors only. The Emergency Contractors telephone numbers are issued at the beginning of your tenancy and can also be found on the Associations answer machine outside office hours and on our Website. The numbers may change and so they are always included in Newsletters etc.
- ✂ **Please do not report routine non-emergency repairs via these numbers.** This is an abuse of the service and tenants may be recharged for call-outs, which are not classified as emergency repairs.
- ✂ It is vitally important that access is available for emergency repairs to be carried out. If access is unavailable on such occasions the Association has the right to force entry in order to avoid endangering other occupants or damage to property.

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## Repairs Response

The Association has four categories of repair and corresponding response time within which the repair should be carried out:

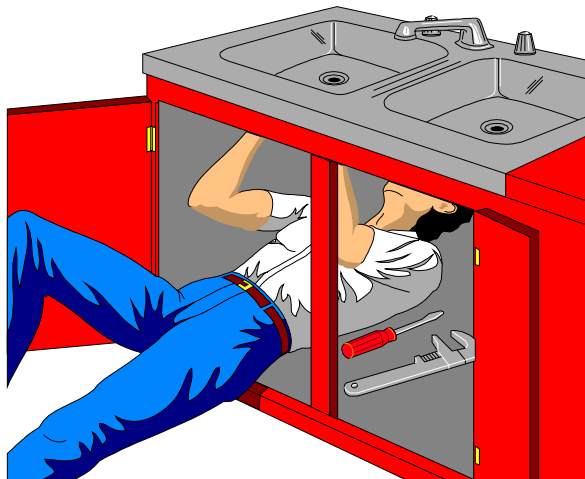
### 1. Emergency Repair

A contractor will respond within **4 hours** of the report. An emergency repair will generally involve an immediate threat to health, safety or security i.e. flood, fire, security, gas escape, complete loss of a utility, such as power, gas, water etc. Please note that partial loss of power for example is not classed as an emergency.

### 2. Urgent

A contractor will respond within **3 working days** of the report. An urgent repair will generally involve a situation that does not present an immediate danger, however if left unattended has a potential to do so i.e. partial loss of utility, close lighting etc.

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### 3. Routine

A contractor will respond within **10 working days** of the report. A routine repair will generally involve a situation that does not present any immediate danger to health, safety or security.

### 4. Repairs by Appointment

A contractor will respond on a morning or afternoon that the tenant has indicated is convenient for them to be at home. This category of repair has developed to accommodate the wishes of tenants and to reduce wasted no access time.

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# Right to Repair

1. A qualifying repair is a repair of a house subject to a Scottish Secure Tenancy or a Short Scottish Secure Tenancy which is repair specified in column 1 of the Schedule below **and is the responsibility of the landlord.**  
**As we strive to provide an excellent repairs service to our tenants, we would ask that in instances where a tenant is unhappy with their repair they contact us first and allow us the opportunity to put matters right.**
2. The scheme relates to repairs as detailed in the Schedule below which cost no more than £350.00.
3. The Right to Repair Regulations specify that in certain circumstances a tenant may have the right to appoint a second contractor to carry out a reported qualifying repair.

Where a blockage or other problem is found (on inspection or repair) to be the fault of the tenant, the costs will be recharged to the tenant.

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## SCHEDULE

COLUMN 1	COLUMN 2
(Defect)	(Maximum period in working days from date immediately following the date of notification of qualifying repair or inspection)
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house.	1
Blocked sink, bath or drain	1
<b>ELECTRIC POWER –</b>	
Loss of electric power;	1
Partial loss of electric power.	3
Insecure external window, door or lock	1
Unsafe access path or step	1

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COLUMN 1 (Cont'd)	COLUMN 2 (Cont'd)
<b>(Defect)</b>	<b>(Maximum period in working days from date immediately following the date of notification of qualifying repair or inspection)</b>
Significant leaks or flooding from water or heating pipes, tanks, cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting.	1
<b>WATER SUPPLY -</b>	
Loss of water supply;	1
Partial loss of water supply.	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working.	7

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4. Timescales will start at 9am on the next working day following the day the repair is reported and will end at 5pm on the end day.

**The timescales and rules are not always the same. The following will have an effect on the operation of the scheme.** Tenants will be informed if there are any changes due to the criteria below.

- If we wish to arrange an inspection of the repair, the timescale does not start until the day after the inspection has been carried out.

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- If we cannot gain access to your property despite us trying our best to do so the Right to Repair Regulations are different.

- Timescales will be suspended for as long as there are circumstances of any exceptional nature, beyond the control of the landlord or the contractor who is carrying out the qualifying repair, which prevent the repair from being carried out within timescale.
- A tenant cannot instruct another listed contractor to carry out the qualifying repair if the term of a guarantee for work done or materials supplied of which we have the benefit would be infringed.

## 5. Compensation

- (1) Where the primary contractor has failed to carry out the qualifying repair by the last day of the maximum period the landlord shall pay to the tenant a sum of compensation calculated in accordance with paragraph (2).
- (2) The amount of compensation referred to in paragraph (1) shall be the sum of:-
  - (a) £15.00; and
  - (b) £3.00 for every working day, if any, in the period:-
    - (i) commencing 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 contractor and had started on the day after the day of receipt of instruction; and
    - (ii) ending with the day on which the qualifying repair is completed,
 subject to a maximum amount of compensation of £100.00.

Compensation due will be paid to a tenant by the Association without the tenant having to claim for it.



















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## Common Parts

**Tenants should note that the definition of common parts is as follows:-**

All the parts of the building and curtilage used by or serving more than one dwelling house or shop to include: -

-  Solum and foundations
-  External wall
-  Roof
-  Main water supply pipes, mains risers & storage tanks
-  Mains electrical cables
-  Ventilation ducts
-  Fire fighting equipment
-  Gas supply pipes
-  Rain water conductors, drainage traps and manholes
-  Common close, stairs, close door, controlled entry system, landings, windows and railings in close
-  Bin stores
-  Drying areas and equipment
-  Back courts, grassed areas and flower/shrub beds
-  Paths, roads and parking areas
-  Boundary walls and fencing
-  Play areas and equipment.

However, the common areas to be cleaned and maintained by tenants often referred to by the Association generally include:

-  Common close, stairs, close door, controlled entry system, landings, windows and railings in close
-  Bin stores
-  Drying areas and equipment
-  Back courts, grassed areas and flower/shrub beds

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## Cold Weather

Tenants should be aware of the risk of burst pipes in cold weather and take reasonable care to ensure that water pipes do not freeze.

If you intend being away from the property for more than 4 weeks, you should inform the Association and wherever possible leave a contact number or access arrangement in the event of an emergency.

If you are going to be away for a short period and cold weather is indicated you may wish to consider leaving some background heating on. Otherwise you should discuss with the Maintenance Officer turning off the water supply and draining down the heating system.



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## Defects Liability

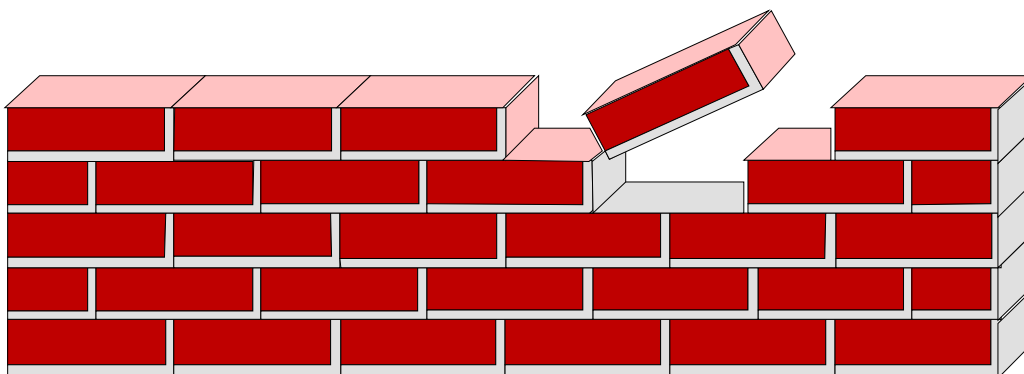
For **one year** following the completion of a new build or rehabilitation scheme all repairs/defects, which arise from defective workmanship or materials and not wear and tear, are the responsibility of the main contractor. Such defects should be reported to the Association in the same way as other repairs. They may however be dealt with in a slightly different way.

Emergency and Urgent defects will be dealt with within the agreed response times for those categories of repair and a separate emergency number will be issued to the tenants involved for out of hours defects reports.

Non-Urgent defects will be noted and the contractor may choose not to complete these until the end of the defects liability period when a final inspection will be carried out and all outstanding defects listed. The contractor will then be given a specified period in which to complete the works (usually 2 – 3 weeks) before final payment is made.

It is critical at this stage for tenants to allow reasonable access for the main contractor to complete the defects work and advise the Association in good time if works have not been completed.

When all defects have been completed satisfactorily the responsibility for maintenance reverts to the Association.



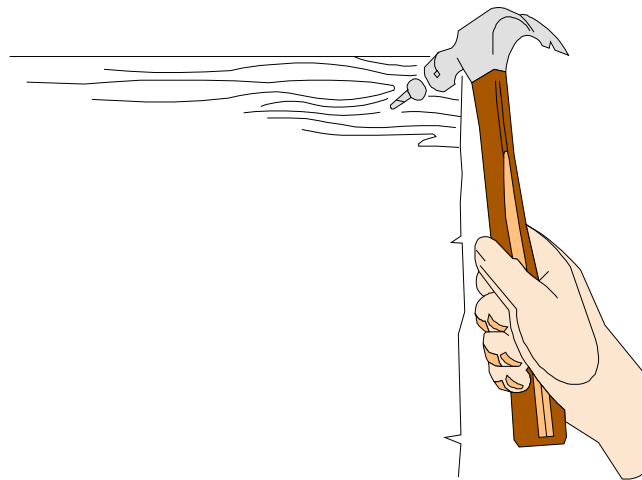
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## Alterations And Improvements

Before going ahead with **any** alteration or improvement to the property no matter how small, you must obtain permission in writing from the Association. You are encouraged to discuss your proposals with maintenance staff and obtain their advice before making a formal application in writing.

Requests are examined individually and the implications of your proposal on local authority planning consent and building warrant, health and safety, neighbours, ongoing maintenance etc is assessed and you will either be refused permission or granted permission subject to certain specific conditions.

If permission is granted you must then complete the work to the Associations' satisfaction, advise the Association when work is complete and allow access for inspection.



Records of the process will be kept and if required used to clarify maintenance responsibility at a later date i.e. if you leave the property for example and are required to return the property to its original condition.

Improvements will NOT be authorised by the Association in newly built or refurbished properties until expiry of the defects liability period.

Some common examples of alterations which require the Associations' express permission include: replacement doors, laminated floors, replacement or additional kitchen units, installation of fixed fireplaces, shower installations, garden sheds, garages, all alterations to the electrical or gas systems including additional sockets, light fittings etc. walls, plasterwork, artex or tiling, installation of satellite dishes etc.

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## Compensation For Improvements

This scheme enables qualifying persons, who are leaving a property, to receive in certain circumstances, financial compensation for improvements they have carried out at their own expense. The Table below indicates what work will be included in the scheme and the notional life of each of the items.

Tenants must always obtain permission from the Association before going ahead with any alteration or improvement. See Page 32 of the Handbook for further information.

No improvements will be authorised by the Association in newly built or refurbished properties until expiry of the defects liability period.

**Table - Qualifying Improvement work and notional life**

Column 1 item	Column 2 notional life in years
Bath or shower	12
Cavity wall insulation	20
Sound insulation	20
Double Glazing or other external window replacement or secondary double glazing	20
Draught proofing of external doors or windows	8
Insulation of pipes, water tank or cylinder	10
Installation of mechanical ventilation in bathrooms and kitchens	7
Kitchen sink	10
Loft insulation	20
Rewiring and the provision of power and lighting or other electrical fixtures including smoke detectors	20
Security measures other than burglar alarm systems	15
Space or water heating	12
Storage cupboards in bathroom or kitchen	10
Thermostatic radiator valves	7
Wash hand basin	12
Watercloset	12
Work surfaces for food preparation	10

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## Qualifying Persons

A qualifying person is a person who is, immediately before the tenancy is terminated, a tenant under a Scottish Secure Tenancy and

- Is the tenant who carried out the improvement work
- is the tenant of a joint tenancy which existed at the time the work was carried out, or
- succeeded to the tenancy under Section 22 of the Housing (Scotland Act) 2001 on the death of the tenant who carried out the work and the tenancy did not cease to be a Scottish secure tenancy on the succession.

## Compensation

Compensation will be calculated as follows :-

Y will be divided by N and the result will be subtracted from 1. Then this fraction will be multiplied by C.

C = the cost of the improvement work from which any grant paid towards the improvement will be deducted. **33a**

N = the notional life of the improvement carried out (column 2 in Table)

Y = the number of years starting on the date on which the improvement was completed and ending on the date on which the tenancy ends and for the purposes of this paragraph part of a year shall be counted as a year.

Example:

Installation of cavity wall insulation costs £1,000 and has a notional life of twenty years. The tenant leaves the house six years after installing the improvement. The compensation is six (Y) divided by twenty (N) = 0.3. Deduct 0.3 from 1 = 0.7. Multiply by £1000 (C) = £700 compensation.

## Deductions from Compensation

Where

- The cost of the improvement work was excessive
- The improvement has deteriorated at a higher rate than provided for in the notional life of that improvement
- The improvement work was of a higher quality than it would have been had the landlord effected it
- The tenant owes arrears of rent or rechargeable repairs or any other housing debt

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the landlord may deduct from the calculated amount of compensation such sum as is reasonable taking any of these factors into account.

## **Circumstances in which Compensation is not payable**

Compensation will not be payable where

- The compensation calculated is less than £100, or
- An order for Recovery of Possession has been made
- The house was disposed of under Section 14 of the 1987 Act
- The house was disposed of under Section 65 of the 2001 Act
- The Right to Buy under part 11 of the 1987 Act has been exercised, or
- The qualifying person has been granted a new tenancy, whether alone or jointly, of the same, or substantially the same, house by the same landlord.

## **Maximum Compensation**

The maximum amount payable per improvement will not be more than £4,000.

## **Claims for Compensation**

Claims for compensation must be submitted to the landlord between 28 days prior to the termination of tenancy or at the latest 21 days after the tenancy comes to an end.

We will respond to the claim within 28 days of its receipt at the office.

Tenants should retain copies of the following documents and submit them to the Association with a completed claim form : -

- Receipts which show the cost of the improvement and the date of payment.
- All necessary statutory consents (e.g. Building Warrant, Planning Permission).
- Copy of the Association's written approval.
- Any manufacturers or contractors guarantees.
- Any technical data which may be necessary for the on-going maintenance of the installation or improvement.

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## Living In A Multi Storey Property

If you live in a multi storey property you will share common services with your neighbours such as the laundry, lifts, water supply, chutes etc. This can present a very different set of circumstances when, for example, breakdowns occur and is one of the main reasons for an on-site caretaking service.

### Repairs

Repairs should be reported to the Association via the Office in the usual way. Please do report repairs and do not assume that someone else will have reported these. It is very often not the case.

### Caretakers

Caretakers details and contact number/s are published on the Notice Board in each block and you will be advised when you take up your tenancy who your caretaker is. Caretakers will generally keep the public areas, lifts and surrounding grounds in good order. The Association operates a standby rota for caretakers in the evenings and at weekends and the duty caretakers details can also be found on the Notice Board. Please note that tenants should not disturb caretakers who are not on standby duty during these times.



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## **The Laundry**

The Laundry is intended for your use only and **not** for that of your relatives or friends who do not live in the building. Laundries are open from 8am – 5pm Monday and Wednesday, 8am – 9pm Tuesday and Thursday, 8am – 4pm on a Friday and are closed on Saturday and Sunday. A laundry 'turn' is allocated to you by your caretaker. Machines should not be left unattended whilst they are in use. You are responsible for ensuring that all laundry surfaces, worktops, floors, walls etc. are left clean after you have used them and that any spillages are cleared immediately to prevent accidents.

## **Refuse Disposal Chutes**

Refuse Disposal Chutes may only be used between the hours of 8am – 8pm. Any glass or bottles being disposed of should be carefully wrapped up and secured in a bag before putting down the chute. No hot, burning or explosive material should be put into the chute. Any large or awkward shaped items which may block the chute should not be forced into the chute i.e. discarded W.C. seats for example have been a particular nuisance in recent times. Large packing boxes, furniture etc. which needs to be disposed of should be left by arrangement with your caretaker at the bin area on the day that the Cleansing Department call to collect refuse. These items should never be left in the foyer, cage areas etc. or outside the building without the prior knowledge of the caretaker as this can present a serious fire risk.

## **Balconies**

Balconies are intended for the safe enjoyment of your environment and the pleasant views surrounding you. Your balcony should be kept clean and clear of bird droppings, washing should not be hung out to dry there and balconies should not be used as storage areas.



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## Maintenance Advice

Maintenance staff, in partnership with our approved contractors, are here to help you. Our aim is to maintain the property in our care to the very highest standard possible. To achieve good value, to be approachable, helpful and efficient in our dealings with you so that you are, and remain, satisfied with the service we provide.

### **Are Your Household Contents Insured? Please Don't Be Caught Out**

Unfortunately accidents do happen and, in flatted properties in particular, there is always a risk of flooding from the properties above. In such cases the Association's responsibilities are to repair any structural damage and to restore your property to the lettable standard. The Association fulfils this obligation by obtaining adequate insurance cover for the buildings. However **the Association's insurance arrangements do not cover any loss or damage to tenants contents, including carpets, nor do they cover tenants improvements, including decoration.** The tenant should separately insure these items.

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### **What does this mean to me?**

If your home is flooded, for example, the Association will check and repair any damage to your electrical system, plasterwork, doors etc. and ensure that the cause of flooding is stopped. Some of the most common causes of flooding include neighbours baths or washing machines overflowing, damaged or defective pipework, missing or damaged roof coverings, etc. The cause of the flood does not affect the situation with regard to decoration and you are advised that the Association will NOT restore your decoration or your carpets.

The Association will paint, where necessary, any damaged areas of ceiling and walls to a plain white emulsion finish. Wallpaper and other coverings such as Artex, paint effects or other special decorative techniques will not be made good under the Association's insurance policy.

### **What can I do?**

- 1. Make sure that you have household contents insurance cover.**  
This will cover any damage to your decoration, carpets and your household contents in the event of a flood, fire, etc.
- 2. Have your washing machine properly connected by a plumber.**  
This will help protect your neighbours from accidental flood damage.
- 3. Report all repairs to the Association without delay.**  
This will help to protect both your neighbours and yourselves from damage due to unattended deterioration.

**If you need any further advice on this or any other Maintenance issue, please do not hesitate to contact the Maintenance department: we are only too happy to help.**