



The Langstane Group

Responsive Repairs Policy

Approved by Leadership team	Leadership Team
Board of Management / Committee	Delegated authority to the Leadership Team
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Version	Date approved	Changes
Version 1	23 May 2015	New policy
Version 2	September 2020	Complete rewrite
Version 3	March 2023	Minor changes to job titles/team title. Addition of complex repair definition

1. Introduction

Langstane Housing Group is a Co-operative and Community Benefit Society, and a registered social landlord with charitable status. The Langstane Group (Langstane) consists of Langstane Housing Group Limited and its wholly owned subsidiaries. Langstane Property Ltd, Langstane Maintenance Ltd and Langstane Development Ltd.

This policy applies to responsive repairs to all properties owned and/or managed by Langstane Housing Association and its subsidiary Langstane Property Ltd except for:

- Shared Ownership and Shared Equity properties where the repairing obligations sit with the sharing owner.
- Commercial properties or non self-contained properties such as supported accommodation units where responsive repairs will be carried out in accordance with the terms of the lease or occupancy agreement

This policy does not cover the following types of repairs or maintenance:

- Gas servicing which is set out in the Gas Safety and Servicing Policy
- Planned or Cyclical Maintenance which is set out in the Planned and Cyclical Maintenance Policy and in specialist policies including:
 - Fire Safety in Communal Areas Policy
 - Legionella Policy
 - Asbestos Management Policy
- Adaptation works which are set out in the Aids and Adaptations Policy
- Void repairs which are set out in the Void Management Policy and Lettable Standard

2. Policy statement

Langstane takes pride in delivering a high quality, effective and responsive, value or money repairs service that meets its tenants' expectations. This Policy sets out the principles used to deliver the service and the standards of service that tenants can expect.

3. Objectives

The objectives of this policy are:

- To ensure Langstane complies with legal, statutory and regulatory obligations
- To provide tenants with an efficient, timely, high quality, value for money and reliable repairs service that meets their expectations
- To ensure that repairs and maintenance maximises the useful life of Langstane's properties and ensures they remain safe, warm, secure and in demand
- To ensure that tenants are supported to carry out repairs that are their responsibility, allowing resources to be directed to repairs that are Langstane's responsibility
- To achieve value for money in procurement and ensure that the contractors who deliver the service are procured in accordance with Langstane's Procurement Strategy and Policy.
- Provide an effective service that minimises waste by focussing on 'right first time'
- To ensure that the responsive repairs service is delivered safely and that the contractors that deliver the service are competent and follow Langstane's Code of Conduct
- Take account of tenant's views and priorities through a variety of consultations and feedback surveys to ensure the responsive repairs service adapts and improves to meet expectations

- To report regularly to the tenants, SMT and the Board of Management on performance, quality and cost of the responsive repairs service
- Continually monitor and review the work of the external and in-house contractors who deliver the service on Langstane's behalf to ensure the service standards are being met and high levels of tenant satisfaction are being delivered

4. Links to other policies

This policy should be read in conjunction with the following organisational strategies and policies:

- Business Plan
- Procurement Strategy and Policy
- Financial Regulations
- Scheme of Delegation
- Delegated Authority Levels
- Anti-Bribery Policy
- Entitlements, Payments and Benefits Policy
- Health and Safety Policy
- Asset Management Strategy
- Planned and Cyclical Maintenance Policy
- Asbestos Management Policy
- Gas Safety and Servicing Policy
- Legionella Management Policy
- Rechargeable Repairs Policy
- Void Management Policy
- Rent Management Policy
- Estate Management Policy

5. Legal, statutory and regulatory context

Langstane will comply with all legal requirements regarding housing quality, repairs and maintenance. In particular it will have regard to the repairing obligations set out in the Housing (Scotland) Act 2001, Part 2, Chapter 1 – Repairs and improvements which include:

Section 27 – Repairs: the landlord is under an obligation to ensure that the property is kept wind and watertight and reasonably fit for human habitation (it must meet the Tolerable Standard as defined by Scottish Government).

Section 28 - Landlord's consent to work: – the tenant is required to obtain the written consent of the landlord before undertaking work, other than interior decoration

Section 29 – Reimbursement of cost of work: at the end of a Scottish secure tenancy, the landlord can, if they choose, make a payment to a tenant who has carried out any approved improvement work to their home.

Section 30 – Right to compensation for improvements: where a tenant carries out 'qualifying' improvement works to their home with the consent of the landlord, they are entitled to compensation for the cost of the works when the tenancy comes to an end. This is covered further under Section 14 of this policy and under Appendix 3.

Section 31 – Effect of work on rent: the landlord is prevented from increasing the rent of a property due to approved improvement work carried out by a tenant
With regards to the rights and obligations of the landlord and tenant in so far as repairs are concerned, various contractual terms are also imposed within relevant tenancy, management and occupancy agreements. Langstane will ensure that it complies with these terms and requirements. Langstane will clearly detail repair requirements in its tenancy / occupancy agreements and reinforce them within its Tenant Handbook.

Langstane will ensure that repair work carried out complies with the Building Standards (Scotland) Regulations 2004, as amended and associated Technical Standards and Technical Handbooks, and any amended or superseded regulations.

Langstane will also ensure that repair work is carried out safely and in compliance with the Construction (Design and Management) Regulations 2015 and all other applicable safety legislation, which includes but is not limited to:

- Health and Safety at Work etc. Act 1974
- Control of Asbestos Regulations 2012
- Work at Height Regulations 2012
- The Gas Safety (Installation and Use) Regulations 1998

Langstane will ensure that properties are maintained to the Scottish Housing Quality Standard wherever possible.

6. Repair responsibilities

The repair responsibilities of both Langstane and the tenant are set out in the Tenancy Agreement.

6.1. Langstane's Responsibilities are summarised below:

- To repair and maintain the structure, exterior and common parts of the property.
- To repair and maintain common areas to a good condition and ensure they are safe and fit for use. This includes roofs, external walls, gutters and downpipes and communal windows and doors.
- To repair and maintain installations which have been provided by Langstane. This includes kitchen and bathroom fittings, heating systems, electrical wiring, windows and doors.
- To repair and maintain external communal areas owned by Langstane. This includes paths, walls, fences, bin stores, play areas, drying areas and hard and soft landscaping
- To repair and maintain communal installations provide by Langstane. This includes door entry systems, communal lighting, communal flooring, TV aerials and communal satellite dishes

The Association will maintain comprehensive buildings insurance for all its properties. Tenants are responsible for arranging home contents insurance to cover their own possessions.

6.2. Tenants Responsibilities are summarised below:

- To report repairs promptly to the Association and to allow access for repairs to be carried out

- To take reasonable care of the property and carry out minor repairs and decoration which includes responsibility for:
 - Damage to internal glass
 - Damage to external glass were caused deliberately or by negligence
 - Repairing minor cracks and holes
 - Fixing or replacing sink plugs & chains
 - Internal door handles
 - Toilet seats
 - Changing fuses
 - Replacing lightbulbs (except sealed light units)
 - Adjusting internal doors after carpets have been fitted
 - Taking action to prevent pipes from becoming blocked, for instance by regularly clearing shower filters or sink / wash hand basin u-bends
 - Carrying out simple heating repairs such as bleeding air from radiators
 - Testing smoke, heat and CO alarms
 - Dealing with infestations including mice, wasps and other common pests – where an infestation has spread into common areas or affects a large number of properties Langstane will deal with the issue but may recharge a tenant if their property is found to be the source of the infestation
 - Taking action to prevent pipes from freezing in winter
 - Taking action to avoid condensation by ensuring the property is adequately heated and ventilated
 - Repairing (including restringing) or replacing exclusive washing lines and rotary driers

- To keep the interior of the property in good and clean condition
- Where tenants have exclusive gardens, they are responsible for the upkeep of the garden unless the Association has agreed to arrange gardening as part of a service charge.
- Tenants are responsible for repairing and maintaining their own fittings including items such as over-bath showers which they have fitted
- Tenants are responsible for the cost of repairs caused by the neglect or carelessness of the tenant or any member of the household or a visitor
- Tenants will obtain written consent from the Association before making any alterations to their property
- Tenants will ensure they have adequate contents insurance

Tenants are responsible for charges relating to replacing lost keys or requesting access to their property via master key as per Langstane's Rechargeable Repairs Policy. The recharge for providing master key access where a tenant has locked themselves out is discretionary and the Association will generally not recharge where the incident is a one-off but will recharge where the tenant has locked themselves out on two or more previous occasions. This will be reviewed on a case-by-case basis depending on the individual circumstances at the time.

7. Reporting repairs

Langstane will respond to day-to-day repairs reported by tenants, or which are identified by staff during regular inspections of common areas and scheme grounds or which are reported by contractors or other third parties.

To ensure the repairs service is accessible, repairs can be reported in a number of ways:

- By telephone – all emergencies should be reported by telephone to ensure they can be responded to within timescales
- By email
- By contacting emergency contractors directly via telephone out-with working hours
- Through social media
- By completing an enquiry form on Langstane’s website
- By visiting one of Langstane’s offices
- By raising the repairs issue face to face with a member of staff when they are visiting the property or scheme
- Customer portal

8. Repair categories and timescales

When a repair is reported it will be given a category and timescale depending on the information provided by the person reporting the repair. Occasionally photographs or other information will be requested to assist staff with determining the category of repair.

When a tenant reports a repair, they will be advised of the category and timescale of the repair. Where the repair falls under the Right to Repair scheme, the tenant will be advised of this. Right to Repair is covered in more detail in Section 12 and under Appendix 2.

Repairs will be categorised as either:

8.1. Emergency Repairs – 6 hours to attend, repair or make safe

An emergency repair is defined as a defect or fault which puts the health, safety or security of a tenant or third party at immediate risk or will cause harm to the structure of the property if not immediately attended to.

The target for emergency repairs is 6 hours to attend and either effect a repair or make the fault safe. Where a fault is made safe an appointment will be made to carry out the follow-on repair as soon as possible and an appropriate timescale allocated to this follow-on repair.

Langstane will ensure that tenants have access to an emergency repairs service 24 hours a day, 7 days a week.

Right to repair items with a one-day completion time will be placed in the Emergency category.

8.2. Urgent repairs – 3 working days

An urgent repair is a defect or fault that would cause serious inconvenience or discomfort to a tenant if not dealt with but does not pose a danger.

Urgent repairs will be attended to by appointment within three working days of the fault being reported.

Right to repair items with a three day or seven-day completion time will be placed in the Urgent classification.

8.3. Routine repairs – 10 working days

Routine repairs are repairs that can be deferred for a short time without causing serious inconvenience or discomfort to a tenant.

Routine repairs will be attended to by appointment within 10 working days of the fault being reported.

8.4. Major repairs – aim for 60 days

Major repairs are repairs which involve extensive work, are higher value and will require tendering and / or are considered too complex to categorise as a responsive repair. These repairs will be temporarily repaired or made safe where appropriate and then passed to the Major works team to progress through their annual programme of works. Although major repairs are not given a formal timescale, the Association aims to complete these within 60 days of the defect being reported.

8.5. Wish list repairs

Where an item is reported that is deemed to be non-essential (for instance staining on render) it will be added to the Repairs Wish List and progressed when budget allows.

8.6. Repairs involving insurance claims

Some repairs such as flooding, or fire damage will be progressed as an insurance claim. In such cases timescales are impacted by the need to obtain approval from Langstane's insurer before carrying out work. Where the property is categorised as an insurance claim it will be made safe within the relevant timescales and tenants will be provided with estimated timescales for carrying out any remaining works.

Where the damage to the property means it is uninhabitable, in line with the Tenancy Agreement, tenants will be offered equivalent permanent rehousing if available. Until that time tenants will be offered assistance to access temporary accommodation.

8.7. Complex repairs

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

- special or bespoke materials such as windows or doors are required, and these are only supplied by a specific manufacturer with a long manufacture and/or delivery period,
- specialist work is required which requires further investigation, such as dampness, an invasive structural repair, telecommunications, drainage faults that require extensive excavations,
- the repair is a one-off major component repair or replacement that is subject to the association's quotation or tender rules, for example the replacement of a property's roof covering or repairs that involve utility companies (electricity, gas and water).

Full information will be provided as to the reasons for the delay and the expected completion date. Complex repairs are not included in the calculations for 'right first time' performance monitoring.

9. Access for repairs

Langstane operates a repair by appointment system in order to minimise instances of no access.

Repairs are carried out (either through Langstane's in-house repairs team or external contractors) between 8.00am and 5.00pm, Monday to Friday (external contractors) or 8.00am – 4.00pm (in-house repairs team) Repairs appointments are offered as either a morning or afternoon slot.

Where an external contractor is carrying out the repair the contractor will contact tenants directly to arrange the appointment.

Where a tradesperson or Langstane inspector calls at the appointed time and access is not available, tenants will be notified by a card left at their address. The onus is on the tenant to call and rearrange the appointment. If the appointment is not rescheduled within 7 days of the card being left, the original order will be cancelled. Repeated missed appointments (three or more) may incur a recharge to the tenant.

Where no access is available in relation to an emergency, for instance a flood, Langstane will make every effort to locate the tenant. In the event of this not being possible Langstane has the right to gain access to the property without notice to deal with the emergency.

10. Pre and post inspections

Pre-inspections

Some repairs will require a pre-inspection prior to classifying the repair and instructing a contractor. Pre-inspections may be carried out where:

- The repair is anticipated to exceed £500
- There is insufficient information to allow diagnosis of the fault
- The tenant has specifically requested an inspection
- The repair is a recurrence of a fault repaired in the last twelve months (ie fails 'Right First Time')
- The repair is a potential insurance claim
- The repair relates to mouldy or damp conditions
- The repair requires specialist input, such as a structural inspection

Pre-inspections will be carried out on an appointment basis within 3 working days of the report being made, subject to an access being agreed with the tenant. Once inspected, the repair will be categorised under the standard response times. The pre-inspection will not be deducted from the overall repair timescale

Records of pre-inspections will be held in Langstane's housing management system.

Post-inspections

Post-inspections are essential to ensuring that tenants are receiving good quality repairs and that contractor invoices match the work being carried out, and therefore value for money is being achieved by Langstane.

Langstane will aim to post-inspect 10% of completed repairs. The following repairs will be post-inspected

- Any repair with a value over £500
- A repair that has resulted in a tenant complaint
- A completed repair that requires specialist input such as a structural inspection
- A random selection to make the post-inspection sample up to 10%

Records of post-inspections will be held in Langstane's housing management system and discussed with contractors at their regular progress meetings.

Langstane will utilise other measures to ensure it monitors the quality of repairs being carried out, including requiring post-completion photographs from contractors for certain repairs.

11. Right to repair

The Scottish Secure Tenants (Right to Repair) Regulations 2002 give tenants the right to have certain repairs up to the value of £350, known as qualifying repairs, carried out within defined timescales. Tenants may be entitled to compensation if the timescales are not met.

The specific repairs to which this applies, along with the timescales and the compensation amounts payable are defined in the guidance note at Appendix 2.

In accordance with the regulations, when a tenant reports a repair that falls under the Right to Repair scheme Langstane will:

- Advise the tenant of the maximum time allowed to carry out the repair.
- Advise the tenant of the last day of that period.
- Explain the tenant's rights under the Right to Repair scheme.
- Give the tenant the name, address and phone number of the contractor appointed to carry out the repair and provide details for at least one other contractor from Langstane's approved list: and
- Agree an appointment date for carrying out the repair

Where a tenant is given reasonable opportunity but fails to provide access for a qualifying repair, the Right to Repair requirements in terms of timescales and compensation will cease to apply.

Langstane will comply with the requirement to let tenants know in writing once a year about the provisions of the Regulations and provide a list of contractors who will carry out qualifying repairs by publishing information in the tenants Summer Newsletter. Information is also available on Langstane's website.

The Right to Repair scheme does not apply to mid-market rented properties.

12. Rechargeable repairs

Langstane's approach to rechargeable repairs is set out in detail in the Rechargeable Repairs Policy.

In summary, tenants will be recharged the cost of a repair where that repair has become necessary as a result of the wilful, negligent or accidental actions of a tenant, household member or visitor to a property as opposed to through fair wear and tear.

Situations which might incur a recharge include:

- Replacement keys or lock change requested by tenant
- Unauthorised alterations which have to be removed
- Environmental uplifts which are traced back to an individual tenant
- Damaged or missing items from furniture packs provided with the tenancy
- Repairs that compromise the structural integrity of the property, garden or surrounding landscape.

13. Tenant improvements

Under the terms of the tenancy agreement, alterations or improvements (other than internal decoration) must not be carried out without written consent from Langstane. Consent for alterations will not be withheld unreasonably but it will always be a condition of consent that proposed alterations meet the standards of safety and workmanship required by Langstane and that Langstane will carry out an inspection of the works following completion.

In granting or refusing permission for alteration Langstane will consider a number of issues:

- The alteration should not detract from the future letting of the property
- The alteration must not present a safety or structural risk to the property
- The alteration must not present a risk in terms of disturbing any known asbestos – Langstane will check its asbestos register and provide information to the tenant
- The alteration must not conflict with any existing planning conditions, deed of conditions or other legal conditions which apply to the property or scheme
- The tenant will accept full responsibility for the cost of the alteration and any ongoing maintenance requirements
- The tenant will ensure that any necessary permissions are sought and granted prior to work being carried out
- Where the work involves gas or electrical installations Langstane will request copies of safety certification following completion of the work
- Where an alteration is removed Langstane will expect the property to be returned to its original condition

The following are examples of alterations which require consent (this list is not exhaustive)

Installation of new kitchen or bathroom fittings
Installing an overbath shower
Installation of fences, gates or sheds
Replacement of internal doors or handles
Alterations or replacements to entrance door locks
Adding or removing electrical sockets
Replacing light fittings or switches
Installation of a fire or fireplace
Any alterations which may be structural – for instance alterations to internal walls
Any alterations which may affect fire safety – for instance replacement of front door
Installation of a satellite dish
Installation of laminate / wood flooring

Where an alteration or improvement is carried out without consent and/or is found to be unsuitable, tenants will be given the opportunity to improve it to the required standard or return the property to its original condition. If the tenant does not do so, the Association will carry out the remedial work and the tenant will be recharged the cost of remedial works.

14. Compensation for improvements

In accordance with the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002, tenants who carry out certain improvements, known as qualifying improvements, to their property are entitled to compensation when their tenancy ends, so long as the tenancy has not ended due to repossession.

The guidance note at Appendix 3 sets out the improvements which fall under the compensation scheme and explains how compensation amounts are calculated.

15. Tenant satisfaction and involvement

The responsive repairs service is one of the most important services for tenants and Langstane will regularly seek feedback from tenants to ensure that the service is meeting their expectations and identify areas for improvement.

Feedback is sought in a number of ways, but primarily in the form of a satisfaction survey issued after every completed repair.

Langstane maintains a number of information sources to allow tenants to find out more about the repairs service and get involved in improving service delivery.

Topic	Source
How to report a repair	<ul style="list-style-type: none"> • Tenant Handbook • Newsletter • Website
Response times	<ul style="list-style-type: none"> • Tenant Handbook • Newsletter • Website
Emergency Number / Out of Hours Repairs	<ul style="list-style-type: none"> • Tenant Handbook • Newsletter • Website • Telephone messages •
Charge for repairs	<ul style="list-style-type: none"> • Tenant Handbook • Tenancy Agreement • Rechargeable Repairs Policy available on website
Opportunities to feedback on the service	<ul style="list-style-type: none"> • Repairs satisfaction surveys • Policy consultations • 3 yearly Tenant Satisfaction Survey • Regular consultations on specific aspects of repairs service

16. Contractors

Langstane will seek to procure contractors to deliver its responsive repairs service every 3 – 4 years. This procurement will be carried out in accordance with procurement legislation and Langstane's Procurement Strategy, Policy and Manual.

Contractors who carry out repairs on behalf of Langstane are known as 'approved' contractors and must meet minimum criteria which will be set out in any procurement process and will include:

- Evidence of financial standing
- Evidence that the contractor has sufficient skills and resources to deliver a high-quality service on behalf of Langstane
- Evidence of competency in relation to the Construction (Design & Management) Regulations 2015
- Valid employers and public liability insurance certificates
- Evidence of qualifications relevant to the work being undertaken, such as Gas Safe registration
- Agreement to work in accordance with the LHA Contractors Code of Conduct

The documentation held for each contractor will be regularly reviewed to ensure it remains up to date.

Contractor's performance will be monitored through contract key performance indicators and regular progress meetings will be held to discuss performance and any areas for service improvement.

17. Performance monitoring and reporting

The responsive repairs service is one of the most important services to tenants and as such will be closely monitored to ensure it is delivering quality repairs that focus on being 'right first time' and minimising repeat visits.

Performance will be monitored using both Regulatory Performance Indicators set out in the Scottish Social Housing Charter, and local indicators set out in Langstane's Performance Framework.

Regulatory performance indicators

- Number and average length of time taken to complete emergency repairs
- Number and average length of time taken to complete non-emergency repairs
- Percentage of repairs carried out right first time
- Percentage of tenants satisfied with the repairs service

Local indicators

Annually, Langstane will set local indicators for the repairs service which support Business Plan objectives and ensure staff, tenants and Board members have a clear overview of service delivery. These indicators will focus on:

- Cost – including repairs expenditure against budget and annual benchmarking analysis of repairs costs to include repairs cost per property and average cost of a repair
- Quality – including number of post-inspections and defects identified at post-inspection

- Satisfaction – including number of Stage 1 and Stage 2 complaints and time taken to resolve complaints
- Time – including a further breakdown of average non-emergency repair timescales to subcategories of urgent and routine repairs.

18. Policy review

This policy will be reviewed every three years or as and when changes to legislation or guidance require an earlier review.

Right to complain

In the event you are not satisfied with the service you have received, please contact the Association for a copy of the Complaints Policy. This can also be viewed on Langstane Housing Association's website – www.langstane-ha.co.uk.

Equality and diversity

The Langstane Group / Langstane Housing Association is committed to promoting equality and diversity across all areas of work. Discrimination or harassment of any kind is not tolerated.

If you would like this document sent to you in large print, please contact Support Services on 01224 423000.

Right to Repair scheme

When a tenant reports a repair that falls under the Right to Repair scheme we will:

- tell you the maximum time allowed to carry out the repair.
- tell you the last day of that period.
- explain your rights under the Right to Repair scheme.
- give you the name, address and phone number of their usual contractor and at least one other contractor from a list; and
- make arrangements with you to get into your home to carry out the repair.

Qualifying defects / repairs	Maximum Timescale*
Blocked flue to boiler	1 day
Blocked / leaking foul drains, soil stacks, toilet pans (where there is no other toilet in the house)	1 day
Blocked sink, bath or basin	1 day
Complete loss of electric power	1 day
Loss of electric power	1 day
Partial loss of electric power	3 days
Insecure external window or door lock	1 day
Unsafe access path or step	1 day
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1 day
Loss or partial loss of gas supply	1 day
Loss or partial loss of space or water heating, where no other source of 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
Complete loss of water supply	1 day
Partial loss of water supply	3 days
Loose or detached banister / handrail	3 days
Unsafe timber flooring or stair treads	3 days
Mechanical extractor fan in internal kitchen or bathroom not working	7 days

**Maximum period in working days from date immediately following the date of notification of qualifying repair or inspection*

Compensation under the Right to Repair scheme:

If the main contractor does not start work within the timescales and a second contractor is instructed to carry out the work - £15

If the main contractor starts work within the timescales but does not complete the work within the timescale - £15

If the second contractor does not complete the work within the timescale - £3 per day until the repair is complete

Maximum compensation - £100

If there is no second contractor available and the main contractor must complete the work - £15

Compensation for Improvements scheme

Qualifying improvements

	Qualifying improvement	Notional life (yrs)
1	Bath or shower	12
2	Sound insulation	20
3	Wash hand basin	12
4	Toilet (WC complete)	12
5	Kitchen sink (including base unit)	10
6	Storage cupboard in kitchen / bathroom	10
7	Worktops	10
8	Space / water heating	12
9	Thermostatic radiator valves	7
10	Insulation of pipes, water tank or cylinder	10
11	Loft insulation	20
12	Cavity wall insulation	20
13	Draught proofing of external doors / windows	8
14	Double glazing / other window replacement / secondary glazing	20
15	Installation of mechanical ventilation in bathrooms	7
16	Rewiring / provision of power and lighting / other electrical improvements (including mains wired smoke detectors)	15
17	Security measures excluding burglar alarm systems	10

1. The tenant must have the written consent of the Association prior to making the improvement. The Property Manager has discretion, however, to grant retrospective consent.
2. The improvement must be a qualifying one in terms of the list above.
3. Tenants applying for consent to make improvements must provide:
 - i. A description of each improvement proposed
 - ii. The proposed start / end date for each improvement
 - iii. An estimate of the cost of each improvement
 - iv. Details of any grants applied for
4. The Association will examine the improvements proposed and will consent subject to:
 - i. The works being installed to the required standards of the Association
 - ii. The Association carrying out an inspection of the works upon completion

- iii. The Association checking the proposed works against its asbestos register – if there is a concern regarding the works disturbing known or presumed asbestos this will be discussed with the tenant in more detail
 - iv. The works not detracting from the ability to let the property in the future
 - v. The works not conflicting with any planning conditions or other legal conditions placed on the property or scheme
 - vi. The tenant taking responsibility for the cost of the improvement and any ongoing maintenance
 - vii. The tenant providing gas or electrical safety certification upon completion of the works, where relevant
 - viii. The tenant taking responsibility for obtaining all necessary permissions prior to undertaking the improvement work
5. Tenants will be required to provide receipts for completed work
 6. VAT will be excluded from the compensation calculation
 7. Compensation can only be paid at the end of a tenancy
 8. Compensation will be paid if the calculated amount is less than £100
 9. The maximum compensation payable will be £4,000
 10. A qualifying tenant must be:
 - i. The tenant of the house and the person for whom the qualifying improvement was carried out, or
 - ii. A tenant of a joint tenant which existed at the time when the qualifying improvement was carried out, or
 - iii. A tenant who succeeded to the tenancy, which existed when the qualifying improvement was carried out
 11. It is assumed that, in the case of a joint tenant, the right to compensation will be resolved between those who jointly qualify for compensation at the time they join or leave the joint tenancy. If one joint tenant cannot be traced when compensation falls to be paid, the full amount of compensation will be paid to the remaining joint tenant/s. It is for the missing tenant to recover his / her share from those to whom it is paid.
 12. Tenants will not qualify for compensation under the scheme if:
 - i. The property is repossessed by the Association
 - ii. The Association grants a new tenancy for the same (or substantially the same) property to the qualifying tenant, whether or not with anyone else
 - iii. The qualifying tenant or successor has already received compensation for the improvement
 13. At the end of the tenancy the Association will check the property record for details of qualifying improvements and will remind the tenant of their right to compensation if appropriate.
 14. To qualify a tenant must submit a claim on the appropriate form 28 days before the tenancy ends to 21 days after the tenancy end date. The Association will respond to the tenant within 28 days of the date of the claim

15. Compensation will only be calculated on the real cost to the tenant based on receipts. The compensation calculation will exclude:
- i. Any costs attributed to the tenant's own labour
 - ii. Any grants received by the tenant towards the cost of improvement
 - iii. VAT paid
 - iv. The cost of any professional fees
 - v. The cost of obtaining planning consent or consent under the building regulations
16. The basis for calculating compensation will be the tenants original cost discounted over the notional life of the improvement that has elapsed since the improvement was completed. The Association may also deduct a notional amount for excessive wear and tear or can increase compensation if the condition of the improvement is noticeably better than expected.
17. Depreciation for the elapsed time since installation of the improvement will be calculated as:

$$C \times (1 - (Y / N)) \quad \text{where}$$

- C = the cost of improvement minus any grant received towards the cost
 N = the notional life of the improvement
 Y = the number of years that have elapsed from the date of improvement to the date of end of tenancy (part of a year will count as one year)

Example – a qualifying repair with a notional life of 12 years was carried out 7 years ago at a cost of £800

$$\begin{aligned} &£800 \times (1 - (7 / 12)) \\ &= £800 \times (1 - 0.583) \\ &= £800 \times 0.417 \\ &= £333.60 \end{aligned}$$

18. The compensation may be reduced if the original cost of the improvement is considered to be excessive or the quality of the improvement is much higher than would have been installed by the Association
19. If the result of the compensation calculation is less than £100, compensation is not payable
20. If the result of the compensation calculation is over £4,000, the Association is not required to pay more than £4,000 although it reserves the right to do so on a case-by-case basis.
21. Compensation will not be paid to tenants who have outstanding arrears – compensation will be applied firstly to any amounts owing to the Association and the remainder of compensation, if relevant, will then be paid to the tenant
22. The Association will provide the tenant with details of how compensation was calculated including any deductions or supplements made and how the offer may have been affected by the upper (£4,000) or lower (£100) limits

23. If the tenant is unhappy with the compensation calculation, they may request that the calculation is reviewed by the Board of Management who may request the advice of an independent valuer or surveyor.
24. Requests for compensation calculations to be reviewed must be submitted to the Association within 28 days of the tenant receiving the compensation calculation.