

# Operational Procedure 1

# Repair Responsibilities

Responsible Officer	Service Manager – Housing and Property						
Issue No.	<b>1</b>	Revision No.	<b>4</b>	Revision Date:	<b>27/1/2009</b>	Doc Ref:	<b>OP1 v1.4</b>

Shetland Islands Council – Housing Service  
Operational Procedure (OP) 1 Repair Responsibilities

Amendment and Authorisation Record

OP1 – Repair Responsibilities

<b>Date</b>	<b>Author</b>	<b>Paragraph ref:</b>	<b>Nature of change</b>	<b>Authorised by</b>
04/08/03	-	n/a	First dated Revision.	-
06/04/06	DLT	n/a	Revision 1.2 - OP2 Documentation standards upgrade.	DLT
06/02/07	VS		Revision 1.3 – OP1 Documentation revised re CAF, change letterhead to current standard	VS
27/1/2009	MH	N/a	Change letterhead to current standard and responsible officer job title. Update section 3 and corrected typo in section 4.22	VS
30/06/09	NF		Updated Housing Service's address	AC

## **REPAIR RESPONSIBILITIES**

- 1.0 Responsibility for repairs to council houses is shared between the council and its tenants.
- 2.0 The word 'repair' includes any work necessary to put the house into a state which is wind and watertight, habitable and in all respects reasonably fit for human habitation.
- 3.0 Tenant responsibilities are:
  - 3.1 Reporting damage as soon as possible
  - 3.2 Reporting vandalism to Council and Police as soon as possible
  - 3.3 Minor repairs e.g.
    - 3.3.1 Divisional fencing between properties
    - 3.3.2 Regular sweeping of chimneys and flues
    - 3.3.3 Draining water to avoid burst pipes
    - 3.3.4 Plug chains to sinks, baths and wash hand basins
    - 3.3.5 Curtain rails
    - 3.3.6 Light bulbs / strip lights / starters for strip lights
  - 3.4 Internal decoration and furnishings
  - 3.5 Not painting sanitary ware, kitchen units, light and plug sockets or storage heaters / panels
  - 3.6 Keeping the house in a reasonable state of cleanliness
  - 3.7 Tidiness of gardens and shared areas
  - 3.8 Security of house and keys to the house
  - 3.9 Taking out own household contents insurance
  - 3.10 Providing clothes lines
  - 3.11 Testing smoke detectors
  - 3.12 Replacing batteries in smoke detectors (except sheltered housing tenants)
  - 3.13 Getting written permission before altering, improving or enlarging the house, fittings or fixtures, adding new fittings or fixtures, or putting up a garage, shed or other structure, or decorating the outside of the house
  - 3.14 Television aerials (unless a communal aerial supplied by SIC)
  - 3.15 Providing refuse containers
  - 3.16 Rodent and insect control (except sheltered housing and general needs households receiving benefit only)
  - 3.17 Fixtures and fittings not belonging to the council, which make use of gas, electricity or water
  - 3.18 Anything installed by the tenant, which you would be entitled to remove from the house at the end of the tenancy
- 4.0 Council responsibilities are:
  - 4.1 Ensuring the house is wind and watertight, habitable and fit for occupation before the start of the tenancy

- 4.2 Ensuring gardens are in a reasonable condition where possible at the start of the tenancy
- 4.3 Boundary walls and fences
- 4.4 Carrying out repairs within a reasonable period of becoming aware repairs need to be done
- 4.5 Inspecting common parts before the start of the tenancy
- 4.6 Repairs relating to water penetration, rising dampness and condensation dampness
- 4.7 Providing and maintaining the house so that it can be heated to a reasonable temperature, at a reasonable cost so as to avoid condensation dampness and mould
- 4.8 Replace, add or provide insulation, ventilation or heating systems if their deficiency, or absence of is a cause of condensation dampness
- 4.9 Internal glazing
- 4.10 Woodworm and wet / dry rot
- 4.11 Roof, chimneys, chimney heads, pots, cans and cowls, rainwater goods, external doors, windows, external walls and finishes
- 4.12 Removal of bird's nests from chimneys and roofs
- 4.13 Installations provided by the Council for
  - 4.13.1 Supply of water, gas and electricity
  - 4.13.2 Sanitation (e.g. basins, sinks, baths, showers, toilets)
  - 4.13.3 Hot water heating
  - 4.13.4 Space heating (e.g. central heating) including fireplaces, flues and chimneys
  - 4.13.5 Existing timber floors, doors and ironmongery, skirtings, internal windows, finishings such as plasterboard walls and ceilings and wall tilings
  - 4.13.6 Kitchen fittings (sink, drainer, taps), kitchen cupboards and worktops
- 4.14 Inspecting gas installations provided by the Council annually, providing a copy of the inspection report within 28 days and carrying out any required repairs
- 4.15 Communal television or communications aerial provided by the Council
- 4.16 Insuring the house and all fixture and fittings (e.g. kitchen units)
- 4.17 Providing smoke detectors
- 4.18 Providing at least 3 poles or a rotary dryer
- 4.19 Rodent and insect control (OAP's and general needs households receiving benefit only)
- 4.20 Complying with Water Bye-Laws in force in the area
  - 4.20.1 All storage cisterns must be properly installed
  - 4.20.2 Stopcocks and servicing valves can be readily examined, maintained and operated
  - 4.20.3 Water pipes, both inside and outside the house, are protected against freezing and damage
- 4.21 Repair of storm and flood damage.

- 4.22 Providing alternative housing if the house is uninhabitable due to fire, flood or Act of God
  - 4.23 Taking reasonable steps to avoid damage from an unoccupied neighbouring house
  - 4.24 Reinstating damage or compensating for losses caused in connection with inspections, repairs or improvements
- 5.0 The Council has the right to enter a house to inspect it and its fixtures and fittings, or carry out repairs to it, or adjoining property, during reasonable times of the day. The Council will give at least 24 hours notice in writing.
- 6.0 Where a repair is carried out for a reason other than fair wear and tear the tenant is normally to be recharged. Exceptions would be as outlined in 9.0 below or repair of glazing due to vandalism or malicious damage, provided that the incident has been reported to the police. When raising an order in these circumstances the crime / incident number should be recorded on the works order notes.
- 7.0 Any repair costs that results from pets including removal of cat flaps must be recharged to the tenant.
- 8.0 Any repair costs associated with gaining entry or replacing keys and / or locks is to be recharged to the tenant.
- 9.0 Any repair costs associated with unblocking drains that can be attributed to a particular household are to be recharged to the tenant.
- 10.0 Any repair costs associated with tenants own electrical fittings are to be recharged to the tenant.
- 11.0 Any repair costs associated with use of the emergency service that is exaggerated or mis-stated are to be recharged to the tenant.
- 12.0 There may be cases where responsibility for the repair is not known until after the work is carried out, for example an electrical fault reported, but turns out to be a faulty appliance. In these circumstances the Technical Officer dealing with the repair may use discretion and not recharge for the first occurrence. However, when this discretion is exercised a letter of confirmation and explanation is to be sent to the tenant in all cases. An example of the letter to be used is given in Appendix 1.
- 13.0 If a repair request falls outside of the criteria set in this procedure and in the absence of guidance from a senior officer, the officer raising the order is authorised to continue and order the repair, giving the tenant “the benefit of doubt”. In these circumstances full details are to be passed to the Service Manager – Housing and Property for future clarification and review.

## APPENDIX 1 – Example Recharge Warning Letter

Head of Housing and Capital Projects: Chris Medley  
**Executive Director: Hazel Sutherland**

Housing Service  
**Department of Education and Social Care**  
6 North Ness Business Park  
Lerwick  
Shetland  
ZE1 0LZ

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Add1  
Add2  
Add3  
Post Code

Telephone: 01595 744360  
Fax: 01595 744395  
housing@sic.shetland.gov.uk  
www.shetland.gov.uk

If calling please ask for

Direct Dial: 01595 744

Our Ref:  
Your Ref:

Date:

Dear

Regarding repairs to ..... Reference:.....

Your conditions of tenancy makes tenants responsible for the cost of certain repairs, you should refer to your Scottish Secure Tenancy Agreement, section 5.9 for details.

As you are aware we recently attended to complete a repair costing £00.00 that was caused by ..... The cost of putting this right would normally be charged to you.

On this occasion we have decided not to send you a bill for the cost of the work. This gesture is in recognition that mistakes do occur. However, we must ask that this does not happen again. If there is a repeat we will have no alternative, but to charge you for the full cost of the work.

A copy of this letter will be placed on your house file for future reference.

Please contact our office if you require any further help or information.

Yours sincerely

Technical Officer