



**PROPERTY SERVICES  
POLICY HANDBOOK**

**08 February 2022**

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## EQUALITY AND DIVERSITY

**Scottish Social Housing Charter - SSHC 1:** Social landlords perform all aspects of their housing services so that:

*Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.*

We aim to encourage an environment of equality amongst our customers, employees, committee members and other individuals. Our policy on equality and diversity sets out the principles that Thenue will apply to all its work in governance, employment and service provision. We will ensure that all our processes comply with our policy and that those suppliers of goods, services and works have Equal Opportunity policies.

Our information will be clear, simple and consistent, and personal information gathered for the purposes of monitoring equal opportunities will be handled in accordance with the principles set out within the Data Protection Policy. Individual monitoring forms will be used for statistical purposes only and destroyed on completion of analysing.

We will seek to ensure that there are no barriers as a result of gender or marital status, race, colour, disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs, or opinions, such as religious beliefs or political opinions.

## REVIEW

This policy and associated documentation will be reviewed every three years or earlier if statute and good practice dictates.

## AMENDMENT REGISTER

Where any amendment or revision is made to the policies contained in this handbook, the appropriate section should be updated and the date amended accordingly. The former policy handbook should be kept in a separate file for reference purposes and to demonstrate an auditable trail of policy development.

Amendments of a more 'cosmetic' nature do not require committee approval, however will be entered into the amendment register (below).

All relevant personnel should be made aware of the amendments/revisions made

Section(s)	Amendment	Date approved by Board of Management	Next Review Date
All	Full handbook review	25 November 2014	November 2017
All	Full handbook review	20 March 2018	March 2021
All	Full handbook review	20 April 2021	April 2024
Electrical Safety Page 49. Fire Safety in Housing Stock and Common Areas Page 62.	As noted at Board Meeting 08 February 2022.	08 February 2022	April 2024

## PLANNED MAINTENANCE

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### 1. INTRODUCTION

- 1.1 Thenue Housing Association believes that the quality of its planned maintenance is of great importance, not only to ensure the satisfaction of tenants and other affected parties, but to protect and maximise the usable life of its housing stock and thereby maintain or improve its value.

### 2. POLICY BACKGROUND

In preparing this policy, the Association has taken account of the Scottish Social Housing Charter and current legislation.

### 3. POLICY OBJECTIVES

- 3.1 To provide for all tenants, and other service users where appropriate, fairly and equally and to involve tenants in the maintenance planning process wherever possible;
- 3.2 To provide a clear and effective strategy for the implementation of the Association's Asset Management Strategy long-term maintenance and to provide effective planned maintenance programmes for our properties.
- 3.3 To ensure that all properties achieve and maintain the Scottish Housing Quality Standard where it is physically and/or financially practical to do so and where funding permits to enhance that standard whenever possible-
- 3.4 To ensure that all properties maximise the achievement of the new Energy Efficiency Standard for Social Housing (EESH2) by the initial target date of 2025 and subsequent target date of 2032, where it is possible to do so within the legal, physical and financial constraints applicable to the properties in question
- 3.5 To seek to minimise reactive repairs by effective planned maintenance
- 3.6 To ensure that there is proper control of policy and performance standards by the Board.
- 3.7 To respond positively to changing needs and standards.
- 3.8 To adopt legally correct and good practice at all times

### 4. RESPONSIBILITIES FOR POLICY AND ITS IMPLEMENTATION

- 4.1 The Board has overall responsibility for approving the policy and associated performance standards.
- 4.2 Responsibility for implementation of policy and procedures for planned maintenance is delegated to the Property Services Managers and for monitoring and reviewing this policy to the Head of Property Services.

## **5. OTHER RELEVANT POLICIES AND PROCEDURES**

5.1 It should be assumed that all other relevant current procedures and policies of Thenue Housing Association will apply in respect of this policy, in particular:

- Repairs Policy Handbook;
- Procurement Policy;
- Sustainability Policy;
- Service Standards.

## **6. DEFINITION OF PLANNED MAINTENANCE**

6.1 The term “Planned Maintenance” is used to encompass all repairs to, maintenance of and improvements to the Association’s stock that are carried out under pre-prepared plans and programmes.

6.2 For administrative purposes, Planned Maintenance is sub-divided into Cyclical Maintenance, which is maintenance of existing components repeated at regular intervals, and Major Repairs, where large scale component replacement is programmed and may include improvement works

6.3 Appendix 1 of the Policy sets out the works included in Planned Maintenance and shows the duration of the repeat cycle for each element.

## **7. MAINTENANCE PLANNING**

The Association will:

7.1 Carry out stock condition surveys of its properties to a level necessary to provide acceptably accurate information on current condition and as often as required to update forecasts of need for major repairs and to plan funding to meet maintenance needs;

7.2 Prepare life cycle plans for maintenance of its properties for at least 30 years and review these in conjunction with the stock condition surveys;

7.3 Monitor trends in reactive repairs to identify potential component deterioration and plan action;

7.4 Each year, prepare detailed programmes for the following 3 years, setting out the works to be undertaken, the properties to be included and the estimated overall costs and ensure sufficient funds are available to meet the proposed programmes;

Area Association will be advised on an annual basis of works programmed for their area in the coming 3 year cycle and annually of the works included within the approved Budget. The Area Association will provide feedback on issues of concern and will be consulted on specification where appropriate.

7.5 Endeavour, where practical, to avoid waste of resources and unnecessary disturbance of tenants by grouping works where appropriate or by omitting cyclical maintenance of components which are due for renewal within 3 years;

7.6 Maintain adequate records to assist in future maintenance planning.

## 8. CUSTOMER LIAISON AND CUSTOMER CARE

The Association will:

- 8.1 Where maintenance plans are not driven by technical need, consult with customers and, where appropriate, Area Associations and other representative groups, on priorities and any other aspects of the plans.
- 8.2 Annually inform customers of maintenance plans through the Association's newsletters and other means.
- 8.3 Inform customers, in advance, of works specifically affecting them and, in the case of owner occupiers or sharing owners, of the estimated cost of the works for which they will be responsible for a share.
- 8.4 Subject to over-riding technical considerations, offer choices to affected residents, appropriate to the type of work, e.g.
  - Positions of radiators and boilers in heating works;
  - Locations of sockets in electrical rewiring projects;
  - Options of a minimum of 3 colours of kitchen cabinet fascias and drawer fronts, 3 options of worktop, and 3 options of handle in kitchen renewals;
  - Option of 3 colour schemes for internal close redecoration including doors with the majority choice for each close prevailing.
- 8.5 Issue information leaflets on the proposed works and on related subjects such as decoration grants and flooring, to affected tenants, in advance of the pre-start inspection referred to below, to permit questions to be dealt with before works start.
- 8.6 Visit every property included in a programme, jointly with the Contractor, prior to the commencement of works to:
  - Confirm the detail of the works to be carried out;
  - Confirm to the tenants the preparations which they must undertake;
  - Propose dates (where possible) on which the works will be carried out, and agree these with the customer;
  - Ascertain and make provision for any special needs of the customer.
- 8.7 Include in contracts for the contractor to:
  - Provide boxes for the tenants to pack their personal possessions;
  - Provide, and maintain throughout the works, adequate protection of the occupant's property against dust, water and other damage.
  - Move furniture as required to facilitate the works, and reposition on completion;
  - Using appropriately qualified operatives, lift carpets and other floor coverings from the work areas where the condition of these permits lifting without undue risk of damage, and where practical to refit on completion; See also section 9 below
  - Comply with the Association's document "Requirements for Contractors working in Occupied Premises".
- 8.8 Make adequate provisions for ongoing customer liaison for the duration of each programme and advise customers of the arrangements.

- 8.9 Set-up adequate procedures for notification and rectification of defects arising during the defects liability period, and ensure this information is issued to the affected customers.
- 8.10 Provide affected tenants with decoration grants to assist with restitution of damage to these following major repairs works in accordance with the Association's "Policy on Decoration Allowances".
- 8.11 Following completion of a programme, carry out a customer satisfaction survey. The outcome of the survey will be reported to the relevant Area Association and the Board.

## **9. PROVISION FOR FLOOR COVERINGS AFFECTED BY THE WORKS**

- 9.1 An assessment of the age, condition and manner of fixing floor coverings likely to be disturbed by the works will be carried out jointly by the Association and the Contractor at the pre-start inspection.
- 9.2 Where the tenant's floor coverings are assessed as being of such an age or condition or are fixed in such a manner that they cannot be lifted without damage, the tenant will be required to lift these or to have them lifted before the date agreed for the start of the works as prescribed in clause 5.22 of the Secure Tenancy Agreement, or to sign a waiver absolving the Association, the Contractor and their staff and operatives of responsibility for any damage caused by the Contractor lifting them, and no replacement will be made or compensation paid.
- 9.3 Where damage to floor coverings occurs during lifting due to the methods of fixing used, and this was not reasonably apparent at the time of the pre-start inspection or was incorrectly declared by the tenant, no replacement will be made or compensation paid.
- 9.4 Where damage to floor coverings is otherwise incurred, The Association will:
  - 9.4.1 If the material can be adequately matched, provide the tenant with a grant towards the cost of purchase of sufficient matching material to cover the damaged area; or
  - 9.4.2 Where damaged material cannot be matched, remove the remaining material over the room or space and provide compensation for material only at a standard rate per square metre reviewed annually by the Property Services Manager to reflect current prices.
  - 9.4.3 Where more than one room or space is affected, and the material matches, carefully lift sufficient material from the smaller space and hand to the tenant to patch the larger and fully remove the remainder of the covering to the smaller space and provide compensation for material only at a standard rate per square metre reviewed annually by the Property Services Manager to reflect current prices.
- 9.5 Where the tenant is elderly or infirm and has no local relatives who can assist with laying the material, or in other similar circumstances where the tenant cannot

reasonably be expected to lay flooring coverings acquired by compensation paid as set out above, the Association may:

- 9.5.1 Purchase sufficient material and patch damaged area; or
- 9.5.2 Where patching in to match is not possible, renew the flooring finish over the whole of the room or space affected.

## **10. SPECIFICATIONS OF MATERIALS & WORKMANSHIP**

Staff will:

- 10.1 Regularly review specifications to ensure these are up-to-date, reflect current best practice and legal requirements, take account of technological advances and achieve best balance of sustainability and affordability.
- 10.2 Seek to select materials or components which will improve the comfort levels, and reduce operating costs of the property for the tenants.
- 10.3 Materials and components will be selected to maximise the life cycle of the component and ensure best value for money.
- 10.4 Seek approval of the Board for any major strategic changes.

## **11. PROCUREMENT OF CONTRACTORS AND CONSULTANTS**

The Association will:

- 11.1 Procure contractors and, where appropriate, consultants to implement the approved programmes, in accordance with the Association's Procurement Policy.
- 11.2 Ensure Consultants have, and maintain, appropriate Professional Indemnity Insurances for the works to be undertaken.
- 11.3 Ensure Consultants are appropriately qualified for the works to be undertaken.
- 11.4 Ensure contractors hold current appropriate insurances, and, where applicable, registration under the Contractors Insurance Scheme, and have adequate and appropriate resources for the works to be undertaken.
- 11.5 In the case of works on gas installations, ensure contractors are registered with Gas Safe and that all gas engineers who will work on the project hold current Approved Code of Practice (ACoP) certification to the appropriate level; and for electrical works that these are carried out by contractors who are members of an appropriate electrical contracting registration body using only competent tradesmen.
  - 11.5.1 Ensure tenders received are realistic for the works to be undertaken.
- 11.6 Ensure that all programmes, tenders and works take full cognisance of the current CDM (Construction Design and Management) Regulations to contribute to the safe planning and execution of the works.



- 11.7 Ensure the works are carried out with due diligence and care, and in accordance with the specifications.

## **12. INSURANCES**

The Association will:

- 12.1 Maintain adequate insurances on all properties.
- 12.2 Ensure the Association's insurers are advised of proposed programmes in advance of commencement of works.
- 12.3 Ensure tenants are advised of the desirability of having home contents insurance and of the availability of an appropriate block contents insurance policy scheme, which covers general risks, in particular house contents insurance.

## **13. FINANCIAL CONTROL**

- 13.1 An annual maintenance budget will be approved by the Board. In preparing its budget, Thenue Housing Association is committed to maintaining spending on maintenance within agreed levels of funding.
- 13.2 Monthly monitoring of expenditure on repairs and maintenance against budget will be maintained. Actual expenditure and budget variances will be reported regularly to the Executive Team and Board.
- 13.3 The Board has established clear guidelines defining delegated authority to staff for maintenance expenditure within budget, and clear procedures for authorising expenditure out with budget.

## **14. MONITORING AND PERFORMANCE APPRAISAL**

- 14.1 The Board has delegated responsibility to the Head of Property Services for ensuring that the maintenance policy is implemented to the required standards.
- 14.2 The Property Services Manager - Asset Management will set up procedures to ensure that the performance of the maintenance function is carried out to the required standards of the Association.
- 14.3 The Property Services Manager - Asset Management will monitor all planned maintenance projects on a regular basis to:
- Ensure satisfactory progress against programme;
  - Ensure expenditure is maintained within budget;
  - Maximise Customer Satisfaction;
- and will take action, as appropriate, to correct deficiencies.
- 14.4 The Property Services Manager - Asset Management will report regularly to the Executive Team on the Association's performance against agreed programmes, standards and budgets.

## **15. TENANT RESPONSIBILITIES**

The tenants shall be responsible for:

- 15.1 Permitting access for staff, consultants and contractors at all reasonable times for the purposes of carrying out surveys, the works, and post-inspection of the works; See Section 16.
- 15.2 Clearing personal possessions from furniture to be moved to facilitate the works, and packing these safely away and subsequently unpacking and restocking the furniture.
- 15.3 Application of decoration and relaying of floor coverings where compensation has been applied.
- 15.4 Responding to the customer satisfaction survey.

## **16. TENANTS DECLINING WORK OR NOT PERMITTING ACCESS**

- 16.1 The Association will make all reasonable efforts to ensure all properties are maintained, updated and improved in accordance with approved programmes.
- 16.2 However, a tenant may request to be temporarily bypassed by planned maintenance works, and the request will not be unreasonably denied. Examples of acceptable reasons for bypass are:
  - Ill-health of any member of the household whilst resident;
  - Ill-health of a relative not resident in the affected house, but on whom the tenant requires to attend daily;
  - A bereavement;
  - New born children;
  - Age or infirmity where the tenant cannot remain in the house whilst the works are carried out but decanting would cause undue distress;
  - Educational examinations or preparation immediately prior to them.
- 16.3 Exceptions to this are where the Association must carry out the works in order to meet legally binding timescales, such as gas safety checks.
- 16.4 Where it is agreed to bypass or delay carrying out planned maintenance works, the information shall be recorded on the Association's IT system, and this shall be monitored routinely whenever new projects are being programmed in an effort to have the works carried out at the earliest opportunity.
- 16.5 Where a tenant fails to provide access or make contact with the Association following visits and correspondence we will remove the property from the contract. If the tenant makes contact at a later date we will include them in the next appropriate contract. Alternatively we will endeavour to carry out the necessary repairs when the property becomes void.

**17. FACTORING**

Thenue Housing Association will:

- 17.1 Advise owners of the likely cost of their share of common works, and keep them apprised of subsequent changes affecting this cost.
- 17.2 Ensure recovery of owners' shares of costs of planned maintenance projects on communal areas.

## APPENDIX 1

### PLANNED MAINTENANCE WORKS & CYCLES OF RECURRENCE

#### CORE CYCLICAL MAINTENANCE

Gas safety checks and servicing of gas fired appliances	12 months
Inspection, testing and servicing of smoke alarms	12 months
Servicing of unvented hot water cylinders	12 months
Grounds Maintenance of all public areas and common backcourts	Continuous
Inspection and testing of electrical installations	5 years
Testing of portable electrical appliances	12 months
Inspection and testing of roof anchor systems	12 months
Maintenance of lighting in common areas	Continuous
Maintenance of fire and security systems	Continuous
Legionella prevention measures	1 month
Inspection, testing and servicing of lifts	6 months
Servicing of communal ventilation systems	12 months
Servicing of specialist equipment and plant	6 –12 months
Redecoration of the exteriors of the stock	6 years

#### OTHER CYCLICAL MAINTENANCE

Redecoration of the interiors of closes	12 years
Redecoration of supported housing communal facilities	4 years
Gutter cleaning	3 years

#### MAJOR REPAIRS

Stair Ceiling	60 years
Access Deck Floor	60 years
Access Deck Barrier Brick/block	60 years
Access Deck Barrier Metal	30 years
Door Entry Control	15 years
External Doors & Screens	25 years
Close Internal Doors & Flat doors	30 years
External Handrail	30 years
Steps	60 years
Lift	30 years
Stair Floor Finish Carpet	15 years
Stair Floor Finish Concrete or quarry tile	60 years
Stair Floor Finish Veitchi	40 years
Stair Floor Finish Vinyl	15 years
Handrails / balustrades	60 years
Windows	25 years
Walls	60 years
Bin Stores	40 years
Clothes Whirligig	20 years
Clothes Poles	20 years
Drying Areas	40 years
External security lighting	15 years
Footpath	40 years
Handrail on footpath	30 years
Brick Boundary Wall	40 years

Metal Boundary Fence	30 years
Stone Boundary Wall	30 years
Timber Boundary Fence	25 years
Metal Gate	30 years
Timber Gate	25 years
Brick Outbuildings	60 years
Timber Outbuildings	24 years
Hardstanding / parking bays	60 years
Integral Garage	60 years
Fascias, Barge Boards Metal or PVCu	30 years
Fascias, Barge Boards Timber	25 years
Flashings Cement	20 years
Flashings Lead	40 years
Flashings Other	30 years
Fire Stopping to Roof Void	60 years
Rainwater Goods Cast Iron	40 years
Rainwater Goods Other Materials	30 years
Roof Cover Slate or Tile	40 years
Roof Cover Metal	30 years
Skylights Cast Iron	40 years
Skylights Other	30 years
External Wall Finish Metal	40 years
External Wall Finish Timber	30 years
External Wall Finish Other	60 years
Balcony Floor Finish Asphalt	30 years
Bathroom Fittings Special baths	15 years
Bathroom Fittings	30 years
Ceilings	60 years
CWST (any location)	30 years
Internal Pass Doors	60 years
Internal Plumbing	60 years
Electrical System	30 years
Fire Alarm	15 years
Fire Extinguishers	10 years
Floors	60 years
Smoke Alarm Battery type	10 years
Smoke Alarm Mains Type	10 years
Hoist for disabled person	15 years
Heat Source Gas Boiler Condensing	15 years
Heat Source Gas Boiler Other	15 years
Heating System	30 years
Heat Source Electric storage	15 years
Hot Water Storage	15 years
Internal Wall Finish	60 years
Kitchen Units	20 years
Private stair	60 years
Ventilation Communal	20 years
Ventilation Fans	15 years
Ventilation Passivent	60 years

## ASBESTOS MANAGEMENT

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## 1. ASBESTOS POLICY STATEMENT

- 1.1 It is recognised that Thenue Housing has a duty under the Health and Safety at Work etc. Act 1974, as supported by subordinate legislation, to ensure, so far as is reasonably practicable, the health, safety and welfare of its employees, service users, contractors, the general public and others who may be affected by its undertakings.
- 1.2 It is also recognised that the management of asbestos related risk falls within the organisation's general responsibilities set out in point 1.1, above.
- 1.3 To these ends, the organisation will comply with the Asbestos Management duties defined and implied in the *Control of Asbestos Regulations 2012 (CAR12)*. It is the policy of Thenue Housing to ensure that, as far as is reasonably practicable, no persons will be exposed to risks to their health due to exposure to any asbestos containing materials that may be present in any of the properties it owns, manages or occupies.
- 1.4 Thenue Housing aims to:
- i) ensure the prevention of exposure to risks associated with asbestos containing materials.
  - ii) ensure that any asbestos containing materials that may be present in any of its buildings are maintained in a condition so as to prevent the possibility of any harm to health occurring.
  - iii) promote awareness of the risks from asbestos containing materials and the Association's Management Procedures through training and induction of relevant staff.
  - iv) provide adequate resources to ensure the provision of appropriate information, instructions and training.
  - v) ensure a commitment to comply with all relevant asbestos legislation, Approved Codes of Practice, Health and Safety Executive Guidance Notes and to commit to the safe disposal of any asbestos waste in accordance with the appropriate legislation.
  - vi) ensure that a representative proportion of properties built pre 2000 are subject to an Asbestos Management Survey Programme and an Asbestos Register for these buildings is prepared and maintained. This Register will undergo regular reviews and will be updated after any treatment and/or removal works have been undertaken.
  - vii) ensure that an appropriate Asbestos Refurbishment or Demolition Survey strategy is in place in accordance with current legislation.
  - viii) ensure only UKAS accredited asbestos consultancies are used for asbestos surveying works, asbestos air testing and asbestos analysis work.

- ix) implement an effective asbestos management strategy in order that appropriate measures such as encapsulation, inspection, working with, or removal of, asbestos containing materials can be undertaken.
- x) ensure that an appropriate system is installed, maintained and implemented for the management of all asbestos containing materials identified in the Register. Such a system is to be capable of recording the risk, the needs and priorities for treatment and/or removal.
- xi) ensure that all Contractors and Sub Contractors engaged to carry out work on any of the Association's buildings are provided with adequate information on asbestos which may be disturbed by their works.
- xii) ensure that information regarding the presence of asbestos is contained in tender documentation as may be appropriate.
- xiii) ensure Licensed Contractors and/or Sub Contractors carry out ALL Asbestos Licensable Works and Competent Contractors carry out ALL Asbestos Minor Works.
- xiv) ensure all Non-Licensed Contractors carrying out Asbestos Non-Licensable Works are trained in safe working procedures and have appropriate insurance cover for the work being carried out.
- xv) ensure that relevant staff of the Association and local contractors are provided with appropriate training in this Policy and the associated Procedures.
- xvi) regularly review the Asbestos Management Policy and associated Procedures.

## 2. SCOPE

- 2.1 The organisation operates a Health & Safety Management System, and a Property Services Policy Handbook, which comprise of a broad range of documented policies, procedures and arrangements for the effective control of risks to the health, safety and welfare of employees and others who may be affected by the organisation's undertakings.
- 2.2 This document forms part of the overall Management System and sets out the organisation's specific arrangements for the management of Asbestos.
- 2.3 The policy set out within this document is intended to facilitate compliance with the asbestos related duties defined and implied in the *Control of Asbestos Regulations 2012*.
- 2.4 Thenue Housing currently has 2970 self-contained units as at March 2020. Thenue also own additional non self-contained properties and HMO properties leased by other service providers. Some buildings acquired by Thenue were built or refurbished at a time when the use of asbestos containing materials in their construction was common. During work on these buildings it is possible, therefore, that personnel could disturb asbestos.
- 2.5 The Health & Safety Executive have indicated that asbestos containing materials may be found in any buildings in the UK constructed up to 1999.



- 2.6 This Policy applies to the entire property portfolio under the control of Thenue Housing and to all operations carried on under its control when the building were constructed before 2000, **without exception**.

### 3. ASBESTOS RISK

- 3.1 It is important to differentiate between the **REAL** risks associated with asbestos materials and the **PERCEIVED** risks, as incorrect perception of risk can often result in unwarranted concern over health risks. The **perceived** risk for asbestos is that 'one fibre can kill'. The **real** risk, as shown by the fairly recent work of Prof Seaton at Aberdeen and Prof Gibb at Cardiff, is that lungs from victims of asbestos related deaths generally contain in excess of 100million asbestos fibres at the point of death.
- 3.2 The serious diseases associated with asbestos are all diseases of the deep lung. To contract these diseases, fairly substantial quantities of asbestos have to be inhaled. Modern medical and scientific thinking is that asbestos disease depends on cumulative fibre load in the deep lung i.e. (what is breathed in) X how long it is breathed in for). The **real risks** associated with asbestos materials would not, therefore, simply depend upon its **presence** but on the **airborne concentration of fibres in the atmosphere and the duration of any exposure**.
- 3.3 Therefore, the presence of an asbestos containing material in itself does not constitute a danger. There is, however, a potential risk to health if such material is disturbed and damaged. An isolated accidental exposure to asbestos fibres for a short duration is extremely unlikely to result in the development of asbestos related diseases. However, **regular** exposure – even at relatively low levels – can present a risk as 'cumulative exposure' develops over time. As well as people employed in the building trades, inadvertent exposure (and consequent risk) can occur in other groups of people e.g. installers of I.T. systems, burglar alarms, smoke detectors, etc.
- 3.4 In developing this policy, recognition was taken of the legislative requirements and good practice set out in the following documents (see Appendix 1):
- Health and Safety at Work Act etc. 1974
  - Management of Health and Safety at Work Regulations 1999
  - Control of Asbestos Regulations 2012
  - HSE Guidance INDG 223 A Short Guide to Managing Asbestos in Premises
  - HSE Guidance HSG264 Asbestos: A survey guide
  - HSE Guidance HSG227 Managing Asbestos in Premises

### 4. DUTY TO MANAGE ASBESTOS

- 4.1 The Organisation recognises the duty imposed by Regulation 4 of CAR12 to 'manage' asbestos risks. To this end, specific roles and responsibilities have been defined and all personnel will hold the requisite levels of competence to properly discharge their responsibilities.
- 4.2 This document also defines the Organisation's policies and procedures to ensure the risks associated with asbestos containing materials are properly addressed, assessed

and managed and, in doing so, ensuring that the legal ‘duty to manage asbestos’ is discharged.

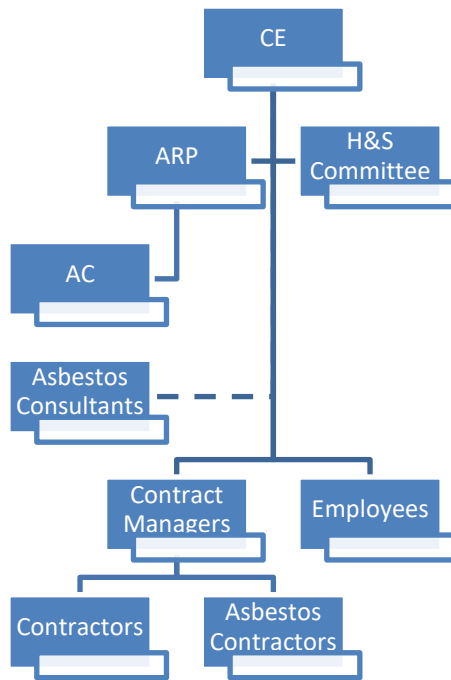
**5. ROLES AND RESPONSIBILITIES**

**5.1 Asbestos Organisation Chart**

The following chart summarises the organisational structure which facilitates a cascading of responsibilities down through the management chain to ensure those with the most appropriate daily operational functions can manage, supervise and physically carry out asbestos related control measures as appropriate.

The subsequent sub-sections provide details of these roles and responsibilities.

**the actual procedures and tasks for which these identified personnel are responsible and should, therefore, be read in conjunction with separate procedural document.**



**Key to Abbreviations**

<b>CE</b>	<b>Chief Executive</b>
<b>ARP</b>	<b>Asbestos Responsible Person</b>
<b>AC</b>	<b>Asbestos Co-ordinator</b>

**5.2 Chief Executive (CE)**

5.2.1 The CE, in holding the most senior level of executive control within the Organisation, will hold ultimate accountability and responsibility for the development and implementation of this Asbestos Policy.

- 5.2.2 The CE will appoint a suitable and competent Asbestos Responsible Person (ARP) to manage the Asbestos Management System.
- 5.2.3 The CE will make available all reasonable resources to the ARP for the undertaking of his/her duties under this policy. The CE will also make available all reasonable resources to allow all others in the management chain to comply with their own defined responsibilities.
- 5.2.4 The CE will ensure adequate lines of communication with the ARP and will take all reasonable steps to comply with all reasonable asbestos related requests raised by the ARP.

### **5.3 Asbestos Responsible Person (ARP) – Property Services Manager - Asset Management**

- 5.3.1 The ARP will be responsible for the practical delivery and implementation of the Asbestos Policy and for identifying amendments/updates for improvement. All such suggested amendments will be escalated to the CE without undue delay.
- 5.3.2 The ARP will appoint a suitable and competent Asbestos Co-Ordinator (AC) to deliver the responsibilities set out in 5.4 below.
- 5.3.3 The ARP will provide all reasonable support (both Management and Technical) to the AC to ensure his/her duties may be performed accurately and timeously.
- 5.3.4 The ARP will ensure adequate lines of communication with the AC and will take all reasonable steps to comply with all reasonable requests and issues raised by the AC.
- 5.3.5 The ARP will escalate all relevant issues, non-conformances, policy breaches and other material events to the CE without undue delay.
- 5.3.6 The ARP will take all reasonable steps to deal with Asbestos related emergencies, uncontrolled risks and required actions brought to his/her attention.

### **5.4 Asbestos Co-Ordinator (AC)**

The AC will be responsible for:

1. Maintaining an effective asbestos management strategy, as detailed in this Document.
2. Assisting the ARP to review and update as necessary this Policy and Procedures document and report on its effectiveness to the Health & Safety Group chaired by the Chief Executive.
3. Developing and maintaining an asbestos register of properties built before 2000, which will include updating the register whenever ACM's are removed/remediated. This is currently housed on the Aareon Qlx computerised Facilities Management Package.
4. Providing information to interested parties on asbestos containing materials, as appropriate

5. Reporting any incident of alleged asbestos exposure and carrying out any required investigation, with the support of the ARP. Also, where appropriate, ensuring the correct reporting of incidents under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations).
6. Providing the Enforcement Authorities with details of asbestos management procedures if/when requested.
7. Promoting awareness of the hazards of asbestos containing materials and the Organisation's Asbestos Management Procedures by advising on appropriate training and induction, in liaison with Administrative, Technical and Management staff.
8. Monitoring to ensure that all Staff are aware of their responsibilities under this policy.
9. Programming asbestos surveys (Management, Refurbishment and Demolition as appropriate) in the Organisation's properties to identify any asbestos containing materials that may be present and preparing/maintaining the Asbestos Register (in Section 3 above) for each building.
10. Ensuring that adequate reviews of surveyed premises are carried out and that asbestos registers are updated accordingly.
11. Organising regular audits of the Asbestos Register.
12. Maintaining a current list of approved asbestos contractors (HSE Asbestos Licensed Contractors and Minor Works Contractors) and UKAS accredited asbestos testing/survey organisations.
13. Ensuring that the Asbestos Register is updated on completion of any works on asbestos containing materials.

## 5.5 Contract Managers

(i.e. any member of staff who has a responsibility for a specific works contract)

- 5.5.1 If any work is to be carried out in properties built before 2000 **which will interfere with the fabric of the building** then the following responsibilities will apply:
  - 5.5.2 The **Contract Manager** will be responsible for:-
    1. Ensuring that before any **feasibility work** is started on any project that the Asbestos Register is consulted and information obtained on any asbestos containing materials within the premises. If there is no asbestos register for the premises, or if the Register does not confirm that an Asbestos Refurbishment or Demolition Survey has been carried out in the area to be disturbed, then the Contract Manager should request the AC to organise an appropriate asbestos survey. In this case a minimum of **6 weeks** must be allowed to enable surveys, sampling, analysis and reporting to take place.
    2. Ensuring that, following Step 1, all personnel involved in the works are made aware of the asbestos findings. If no asbestos is identified then the works can proceed with caution, bearing in mind the possible presence of asbestos containing materials not identified in the Asbestos Register/Survey Report or in non-accessible or restricted areas.

3. Ensuring all contractors organise training for their operatives in this Policy and these Procedures and can demonstrate adequate and appropriate competence and training (Asbestos Awareness Category A training as a minimum for all works).
4. Halting any works and informing staff, Contractors and Sub Contractors if suspected materials are discovered during the course of the works and immediately seeking advice from the AC. This may include arranging for samples to be taken of any suspected materials, in accordance with the prescribed procedures, and arranging for the analysis of the samples by a test house with the appropriate UKAS (United Kingdom Accreditation Service) accreditation and from the Approved Contractor List.
5. Asbestos Works - Ensuring that only contractors and consultants from the Organisation's Approved List, as maintained by the AC, are used for all asbestos works.
6. Asbestos Works - Ensuring that separate contracts are issued for asbestos remediation works and subsequent independent asbestos testing/monitoring (including 4-stage clearance tests) or utilising the services of a competent Asbestos Remediation Project Management company.
7. Asbestos Works - Ensuring copies of all test certificates, Certificates of Re-occupation and evidence of correct waste disposal are received from contractors and test houses (or the Asbestos Remediation Project Manager) within 10 working days of the completion of any work involving asbestos containing materials.
8. Ensuring appropriate information is given to the AC to enable the updating of the asbestos register, if appropriate.
9. Ensuring all contractors comply with their defined responsibilities under Sections 5.8 - 5.11.

## **5.6 Health and Safety Committee**

The H&S Committee will be responsible for:

1. Periodically reviewing the effectiveness of the Asbestos Policy and Procedures.
2. Considering reports made by the ARP and AC on the effectiveness of the Policy, Procedures and actual working practises.
3. Acting immediately if any serious deficiencies are identified and escalating any concerns to the CE without undue delay.

## **5.7 Employees**

All persons employed by Organisation will be responsible for:

1. Ensuring that any work that may disturb or damage known asbestos containing materials is avoided.
2. Preventing any work on or intentional damage to building fabrics unless advice on the asbestos risk has been obtained from the AC.

3. Reporting to the AC any materials suspected of containing asbestos, where the material has become disturbed and/or damaged.

## 5.8 General Contractors and Sub-Contractors (non-asbestos)

All contractors will be required to:

1. Ensure and demonstrate that they are fully familiar with current legislation relating to the management of Asbestos Containing Materials.
2. Ensure that they have a clear understanding of the Organisation's Asbestos Policy and Procedures.
3. Ensure that all staff to be utilised on the contract have received an appropriate level of asbestos awareness training (Asbestos Awareness) as a minimum).
4. Consult with any relevant asbestos registers / survey reports that may be available for establishments **before** work progresses (ensuring the appropriate type of survey has been carried out).
5. Ensure that where work may be affected by, or involve, asbestos containing materials that an approved licensed/competent sub contractor (depending upon the category of asbestos work) is engaged to carry out the work (unless the contractor itself is licensed/competent and approved by the Organisation). This will also require liaison with the Contract Manager who will be responsible for commissioning the independent asbestos testing company or Asbestos Project Manager.
6. Ensure that any relevant risk assessments, method statements, statutory notices are in place before work commences.
7. Progress all works diligently and, if any suspect materials are encountered, to immediately suspend operations and to contact the Contract Manager or AC for further instruction.
8. Asbestos Elements - Provide copies of all test certificates, Certificates of Reoccupation, evidence of correct waste disposal to the Contract Manager within 10 working days of the completion of the work.
9. **Contractors must ensure that Asbestos sub-contractors are approved by the Association before any order is placed or contract awarded.**

## 5.9 Asbestos Removal Contractors & Sub-Contractors

Asbestos Removal / Remediation contractors will be responsible for:

1. Ensuring that they have a current license from the HSE to work with the relevant type of asbestos or can demonstrate competence where non-licensed work is concerned.
2. Ensuring that they have current and adequate insurance cover for the asbestos works to be undertaken.
3. Ensuring working practises are in compliance with current legislation and all associated Approved Codes of Practice and Guidance Notes.
4. Attending site to assess and prepare quotations against asbestos work specifications. The contractor must raise any issues relating to health and safety, or potential additional costs, on the project to the Contract Manager.

5. Attending site meetings as may be required, providing a written Method Statement and Risk Assessment (Plan of Work (POW)) to the Contract Manager ahead of the works starting. The POW must indicate the resources and timetable allocated to the project in accordance with *the Control of Asbestos Regulations 2012*. Emergency procedures must be discussed before work commences. In addition, and where licensed contractors are required to carry out asbestos works, the following documentation will be requested from the contractor prior to commissioning, and copies kept in the job file:
  - a. current asbestos licence check against HSE website
  - b. insurance certificate indicating the insured is covered for asbestos work
  - c. a representative sample of medical examination certificates (conducted by an Employment Medical Advisory Service registered doctor) for personnel who will work on the job
  - d. a representative sample of training records for all personnel who will work on the job (asbestos management and/or asbestos handling courses), provided by a United Kingdom Asbestos Training Association (UKATA) member or equivalent
  - e. where applicable, evidence of notification of the job to the HSE 14 days prior to commencement (see point 6 below)
6. Providing statutory notice to the Enforcing Authority as may be required prior to the commencement of any asbestos related works (e.g. 14 day Notification for licensed work) or, by agreement with the Contract Manager or AC, applying for a waiver against the minimum notice period. Copies of all such notices must be submitted to the Contract Manager or AC before work commences.
7. Carrying out their obligations under the contract, including maintaining high standards of safety and hygiene in asbestos works and all related work areas and supplying labour, materials and equipment of the highest standard, complete with all supporting documentation as may be required.
8. Arranging transport and disposal of asbestos waste materials in accordance with legislative requirements and providing copies of all Consignment Notes to the Contract Manager without undue delay.
9. Carrying out regular inspections of the work environment. Any defects found, or any reported by the Organisation's representatives, must be immediately rectified.
10. Identifying to the Contract Manager any additional elements of work which are to be agreed. The POW must be updated accordingly.
11. Liaising with the Organisation-appointed UKAS accredited asbestos testing organisation to ensure the satisfactory progress of the works.
12. Co-operating fully with any Asbestos Remediation Project Managers utilised by the Organisation.

13. Providing copies of all test certificates, Certificates of Reoccupation and evidence of correct waste disposal to the Contract Manager (or Project Manager) within 10 working days.

#### **5.10 Asbestos Analysts & Surveyors**

Asbestos analysts, surveyors and consultants will be responsible for:

1. Maintaining and demonstrating UKAS accreditation relevant to the requested task.
2. Maintaining adequate insurance cover for the tasks to be undertaken.
3. Providing support to the Contract Manager and/or the AC and/or Asbestos Project Manager as may be required.
4. Reviewing and commenting on, when requested by the Contract Manager or the AC, asbestos works such as: specifications, Contractor's and/or Sub Contractor's Method Statement, work procedures, etc.
5. Carrying out analytical works and inspections as agreed with the Contract Manager or the AC or any appointed Asbestos Project Manager. Where site conditions alter, the analyst will be required to amend the level of testing and inspections to ensure that all information relevant to the continued health and safety of the Contractor and building occupants is obtained.
6. Reporting to the Contract Manager or the AC or the Asbestos Project manager any defect or non-compliance relating to the Contractor's and/or Sub Contractor's performance, including suitability of the work area, adherence to the Method Statement, Statutory Instruments, and the Organisation's Asbestos Policy and Procedures. Where senior Organisation staff are not immediately available, the surveyor/analyst will be expected to take such measures as may be deemed necessary to ensure the health and safety of Contractors and Sub Contractors and building occupants. These actions must be reported to the Contract Manager or the AC as soon as reasonably practicable.
7. Checking areas on completion of asbestos remedial works to ensure that the contractor has completed the scope of works and all affected areas have been left in a satisfactory condition.
8. Carrying out air monitoring tests as may be required by the Contract Manager or the AC or the Asbestos Project Manager, or as identified in the POW.
9. Reporting to the Contract Manager or the AC or the Asbestos Project Manager any aspects of asbestos management encountered on site which could give rise to health risks e.g. breaches of the Asbestos Policy and Procedures, suspect or damaged asbestos.
10. Issuing formal reports, including Certificates of Re-occupation, to the Contract Manager or the AC on completion of any site works.



### 5.11 Asbestos Remediation Project Managers

Asbestos Project Managers will be responsible for:

1. Assessing the **real** risks associated with proposed asbestos works, scoping the works and preparing legally compliant and cost effective removal/remediation works specifications.
2. Tendering, or assisting the Contract Manager with tendering, the works to appropriate and competent contractors.
3. Reviewing Plans of Work and liaising with the contractor to ensure legal compliance and compliance with the requirements of the Organisation.
4. On-site project management, auditing, supervision, monitoring and testing to ensure safety and quality control and compliance with all legal requirements.
5. Completion of a final site review to verify the suitability for the site for handover and the completion of works as agreed.
6. Preparation of a project completion / compliance report for the Association's long-term protection against liability.

## 6. COMPETENCE – INFORMATION, INSTRUCTION AND TRAINING

The following table defines the training matrix applicable to all personnel involved in the Asbestos Management System. The ARP will be responsible for ensuring all relevant personnel are provided with the appropriate training and records will be maintained of all training provided.

Training	CE	ARP	AC	Contract Managers	All Employees
Asbestos Awareness (Category A)	✓	✓	✓	✓	✓
Training on the Asbestos Policy and Procedures	✓	✓	✓	✓	
Training on Specific Roles & Responsibilities	✓	✓	✓	✓	✓
Asbestos for Managers and Duty Holders	✓	✓	✓		
Accredited Asbestos Management Course		Optional	Optional		

## **7. DOCUMENT CONTROL**

7.1 The Asbestos Management System relies upon the maintenance of a range of documentation, for which the ARP is responsible. The following summarises the principal components of the system:

1. Asbestos Register and Survey Reports Folder
2. Policy & Procedures Document
3. Asset Register – incorporating property list / relevant premises (i.e. post 2000)
4. Approved Asbestos Contractors and Consultants List
5. Training Records
6. Incident Records
7. Asbestos Works Records

## **8. AUDIT AND REVIEW**

8.5.1 The ARP will arrange for the Asbestos Management System to be audited and reviewed at least once every 12 months.

8.5.2 The audit / review may be carried out internally or by an external consultant, however, the auditor will be deemed to be competent by the ARP.

8.5.3 The audit / review will take account of all policies and procedures, asbestos register, training records and all records associated with asbestos works.

8.5.4 A written report will be prepared detailing the findings of the audit / review, highlighting any non-conformances and/or areas for improvement and making recommendations and suggestions. The report will be made available to the H&S Committee and CE by the ARP.

## **9. CONTINUAL IMPROVEMENT**

9.1 The Organisation is committed to achieving continual improvement in the management of risk associated with Asbestos. This will involve the regular review of the policy and procedures and the introduction of additional controls where knowledge or technology on the subject develops and as the risk assessment, monitoring and control schemes dictate.

9.2 The ARP will be responsible for overseeing the entire Asbestos Management System and will champion the continual improvement programme.

## GAS SAFETY

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### 1. BACKGROUND

Thenue as a landlord has a duty as specified in the Gas Safety (Installation and Use) Regulations 1998 as may be amended by Gas Safety (Installation and Use) (Amendment) Regulations 2018 from 6<sup>th</sup> April 2018, and the Health & Safety at Work etc. Act 1974 as follows:

- 1.1 All landlords owning a gas appliance or any installation pipework installed in premises let by them have a duty to ensure that such an appliance or pipework is maintained in a safe condition so as to prevent risk of injury to any person.
- 1.2 A landlord shall ensure that each appliance to which that duty extends is checked for safety at intervals of not more than 12 months by, or by an employee of, a contractor approved by the Health and Safety Executive (Gas Safe registered).
- 1.3 The landlord shall keep a record (CP12 Certificate) of the appliances to which the duty extends of these dates of inspection, the defects identified and any remedial actions taken. This record shall be kept for a minimum of 2 years. This record shall be made available upon request and upon reasonable notice for the inspection by any tenant etc. It shall be issued to new tenants before occupancy.

### 2. POLICY STATEMENT

- 2.1 The Association will adopt and follow procedures to ensure that it is meeting its obligations as a landlord as confirmed in Gas Safety (Installation and Use) Regulations 1998, and the Health and Safety at Work Act etc. 1974.
- 2.2 The Association will use only properly qualified Gas Safe registered engineers to carry out Gas servicing and maintenance.
- 2.3 A Database containing gas servicing records will be maintained and procedures followed to ensure that all properties are serviced prior to their 'legally due' date and all information pertaining to servicing held in an easily accessible format.
- 2.4 Quality control checks will be carried out to ensure works are being carried out to a high standard.
- 2.5 All tenants will be contacted in accordance with the Gas Servicing Procedure and will be reminded regularly in newsletters etc of the importance of allowing access.
- 2.6 Gas appliance connections, gas fittings and gas flues installed by The Association will be maintained and serviced to meet the obligations of the Gas Safety (Installation and Use) Regulations 1998, and the Health and Safety at Work Act etc. 1974.

### **3. DEFINITIONS**

- 3.1 'Gas Appliance' – means an appliance for the heating, lighting, cooking or other purposes for which gas can be used. In general, portable or mobile appliances are not covered, except the use of portable or mobile space heaters.
- 3.2 'Gas fittings' – means pipework, valves (other than Emergency Controls), regulators and meters and fittings etc. designed for use by consumers of Gas.
- 3.3 'Flue' – means a passage for conveying the products of combustion from a gas appliance to the external air.

### **4. CONTRACTORS SELECTION**

- 3.1 A contractor used for gas servicing work must have the proper certification (Gas Safe registration) and all contracts will be tendered in compliance with the Association's Procurement Policy.
- 3.2 The contractor selected will provide evidence of all certification and insurances prior to appointment

### **5. VOID SAFETY CHECK**

- 4.1 The Association will carry out a safety check in every void property and one copy of the certificate will be issued to the new tenant when they sign the Tenancy Agreement.

### **6. PROPERTIES WITH NO GAS**

- 5.1 The Qlx system will detail every property owned by the Association and confirm whether or not the property has gas.
- 5.2 Where gas has been capped within a property the Association will check this annually to ensure that the supply is still capped and that the system is safe.

### **7. NO ACCESS PROCEDURE**

- 6.1 The Association will follow its gas servicing procedure to ensure that access is gained to tenanted properties within 12 months of the previous service.
- 6.2 Should the procedure fail to result in access for the contractor to carry out the service the Association will use the abandonment procedure to facilitate access. This may be as a result of no contact from the tenant and on conclusion of the abandonment procedure being the property being reclaimed.
- 6.3 On occasions where contact has been made by the tenant but no service has been achieved the tenant will be given 7 days notice of intention to force access and access will be forced on the legally due date.

## **8. INFORMATION TO TENANTS**

8.1 On an annual basis, The Association will outline the pertinent issues of Gas Safety to Tenants by way of written communication. This will include:

- Emergency contract numbers in the event of system failures or escape of gas.
- The Associations commitment to Gas Safety.
- Tenants responsibilities under their tenancy agreement.
- Key Health and Safety Risks.
- The importance of the annual safety check and the need for access to premises.
- Key points on the safe use of gas and gas appliances including action to be taken if a gas leak is suspected.
- The requirement to ensure all gas related work must be carried out by a Gas Safe registered engineer.

8.2 The Association will define a procedure for dealing with unauthorised gas installations, repairs, disconnections and other gas related activities which fall foul of the Tenancy agreement.

## **9. RESPONSIBILITY**

7.1 Responsibility for the management of the Gas Servicing Contract lies with the Head of Property Services.

7.2 Overall responsibility for ensuring that the Association fulfills it's obligations under the Gas Safety (Installation and Use) Regulations 1998 lies with the Association's Chief Executive

## MEDICAL ADAPTATIONS

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### 1. INTRODUCTION

1.1 This policy statement outlines the way in which Thenue Housing Association will adapt our mainstream properties to meet the needs of tenants or a member of a tenant's household who are disabled or who have mobility problems.

1.2 The following policies should also be referred to in respect of our approach to medical adaptations:

- Reactive Repairs Policy
- Planned Maintenance Policy
- Allocation and Void Policy

### 2. POLICY BACKGROUND

This policy has been developed by making reference to the following:

- Scottish Government Guidance Note – Procedures for funding of RSL Adaptations 2012/13
- Scottish Government Adaptations Working Group – Final Report – Adapting for Change – November 2012.
- Scottish Government Guidance Note – Provision of Equipment and Adaptations 2009

### 3. POLICY OBJECTIVES

Thenue recognises that medical adaptations can significantly enhance the quality of life of its tenants and allow them to remain within their own home for as long as possible. It is a multi-agency process and the Association acknowledges that as such, we rely on other agencies to:

- assess the needs of our tenants or a member of their household; and
- provide funding for the Association to carry out adaptations.

The Association will use its best endeavours to minimise these in order to provide an effective and efficient service.

### 4. DEFINITION OF A MEDICAL ADAPTATION

A Medical Adaptation is one which modifies a property as recommended by an Occupational Therapist (OT) in order to assist a tenant or a member of their household to carry out a daily activity, such as bathing or using the stairs. These adaptations are known as 'Stage 3 Adaptations' by the grant funding body.

## **5. CATEGORISATION OF STAGE 3 ADAPTATIONS**

Although not exhaustive, Appendix 1 lists the types of adaptations which fall within the category of Stage 3 Adaptations.

## **6. REQUESTS/REFERRALS**

A request for an adaptation may be made by a member of staff; a tenant; a tenant's GP or medical advisor or from another organisation which supports or advises tenants with disabilities. All requests will be passed to the local authority's OT section in order that they can assess the request in line with the priorities set out in Section 7 below.

## **7. ASSESSMENT OF REFERRALS**

The Health and Social Care Partnership (Social Work Services) operates a standard system of prioritisation which uses an appropriate pro-forma. This prioritisation aims to categorise the persons need for the work according to the urgency and the impact on the person's quality of life. Whilst acknowledging that Priority 1 has the greatest degree of need, the Association recognises that those with a lesser degree of need could also significantly benefit from less substantial adaptations.

The OT will place applications in one of three categories:

Priority 1: Where the tenant or household member is at immediate risk of injury or is unable to carry out essential daily activities with or without a carer.

Priority 2: Where the tenant or household member is imminently at risk of injury, has difficulty in carrying out essential daily activities and has no regular support

Priority 3: Where the safety and wellbeing of the tenant or household member is potentially at risk in normal daily activities, has difficulty in carrying out essential daily activities but has suitable support available.

The Association will receive the detailed recommendation from the OT which is likely to have been made following a joint visit to the tenant or household member.

## **8. OPERATION OF THE WAITING LIST**

The Association places each referral received onto a waiting list. This waiting list will be split into Priority 1, 2 and 3 cases and each referral will be placed into the appropriate queue based on date order. Where referrals are reviewed and subsequently re-prioritised by the OT, the date of the re-prioritisation will become the new effective date of the referral.

## **9. RESTRICTIONS**

There may be cases where it is not appropriate to carry out a substantial adaptation and the Association will therefore:

- carefully consider the location of the property and the proposed adaptation.

- encourage all applicants to submit a transfer application for rehousing
- consider whether the tenants needs are likely to change in the near future
- consider the cost of the work in relation to the benefit which is likely to result
- not approve a request where there is a right to buy application submitted or where one is likely to be submitted within the near future

**Any request for adaptations which are not listed in appendix 1 will require approval by the Head of Property Services**

## **10. FUNDING**

Funding for Stage 3 adaptations is made available on an annual basis by Glasgow City Council. The amount made available is dependent on their budget from the Scottish Government

## **11. PROCUREMENT**

The Association will invite tenders as per the Association's Procurement Policy.

## **12. SPECIFICATION OF WORKS**

The work required for each adaptation will be individually assessed by survey and specified to the approved contractor.

## **13. MAINTENANCE AND REPLACEMENT OF ADAPTATIONS**

Following the first years guarantee period, repairs and maintenance of all adaptations completed by the Association will be added into its standard repairs and maintenance responsibilities. Where appropriate, the Association will employ specialist contractors to carry out any maintenance and repair required.

The Association will not normally, make an additional rent or service charge to tenants for the future maintenance or replacement of a medical adaptation.

## **14. ALLOCATIONS OF MEDICALLY ADAPTED PROPERTIES**

The Association will allocate properties with a medical adaptation in accordance with our Allocations Policy.

## **15. CONFIDENTIALITY**

The Association respects the applicant's right to confidentiality and will:

- record only that information which is relevant to the application/referral;
- ensure all information held by the Association remains confidential and will not be disclosed to a third party without the applicant's consent;



- record on computer only that information which is necessary for the application/referral/assessment process

## **16. APPEALS**

Any tenant who disagrees with the assessment of their priority, will be advised of their right to appeal. The appeal should be submitted to the OT Section of the local Social Work Services Office. Social Work Services also has a Complaints Policy and Procedure, available from their offices. Any tenant who disagrees with the decision not to carry out the medical adaptation in their home (Section 9 – Restrictions), will have the right of appeal to the Head of Property Services.

## **17. POLICY IMPLEMENTATION**

Implementation of this Policy is detailed in the procedure “Medical Adaptations to Existing Property”. The Head of Property Services is responsible for supervising and reviewing the implementation of this Policy.

## **18. MONITORING**

As part of their regular reporting cycle, the Executive Team will receive reports on issues relating to medical adaptations.

In addition to the standard Customer Satisfaction Survey, the Association will undertake to seek feedback from tenants and/or their household members to assess the difference the work has made to their quality of life. An annual report on this survey will be presented to the Executive Team.

On annual basis we will write to all waiting list cases advising them if we are unable to carry out an adaptation in the current financial year.

## **19. CONSULTATION**

This Policy has been the subject consultation with relevant staff and with Area Associations.

## **APPENDIX 1**

### **Works Eligible for Stage 3 Adaptations**

The following list has been informed by Scottish Homes Guidance Note 97/09. It is not exhaustive and the Association may therefore consider other works as Stage 3 Adaptations.

#### **1. General Alterations**

- Extensions or alterations to provide bathroom, wc or bedroom, etc, with level or suitably ramped access.

#### **2. Garaging and External Facilities**

- Widening of garden paths
- Carport and/or undercover access to the property if practicable
- Remote control garage door opener to existing garage used by (or for) a disabled driver

#### **3. Approaches to Entrance Doors**

- Modification of steps, for example to widen treads or incorporate half-steps or create a ramp
- Handrails or balustrading to ramps/steps (and elsewhere in the property where necessary)
- Doorcall and entryphone system

#### **4. Doors and Windows**

- Widening or re-hanging of doors to permit wheelchair manoeuvre
- Substitution of sliding or bi-fold doors for side-hung doors
- Suitable ironmongery, for example level in place of knob handles, pull handles and rails to doors or kicking plates and/or protective edging to door frames and handing stiles
- Remote control window and/or door openers
- Conversion of window to French window where no other wheelchair access to the garden is available
- Alterations to windows to give satisfactory sight-lines for people in wheelchairs
- Larger windows for visually impaired people

#### **5. Staircase and Vertical Circulation**

- Additional handrail to staircase or gate at head or foot of stairs
- Stairlift installed over staircase, for standing or seated use, or with platform for wheelchair
- Vertical homelift or hoist

#### **6. Water Services**

- Substitution of lever for screwdown taps
- Re-fixing of taps at convenient level
- Remote control valves for taps
- Thermostatic control for shower
- Relocation of control valve for mains water supply

## **7. Electrical and Heating Services**

- Refixing for socket outlets at a convenient level, additional socket outlets or rocker light switches
- Alarm call or loud bell for people who are hard of hearing
- Relocation of prepayment meters or of thermostat or heating controls
- Central heating or supplementary radiators to existing installation
- Fixed heating appliance (gas or electric) in place of open fire or other solid fuel appliance
- Fluorescent lights in kitchen, bathroom and working areas for visually impaired people
- Warning systems for people who are hard of hearing, for example flashing lights
- Provision of power supply for electric hoists suspended from ceiling track
- Relocation of mains switches for gas or electricity

## **8. Provision of Lifting Aids**

- Reinforcement of ceilings and provision of track for personal hoist

## **9. Acoustic Insulation**

- Acoustic insulation

## **10. Entrance Halls**

- Letter cages or delivery shelf
- Relocation of clothes hanging rails (also in bedroom)

## **11. Kitchens**

- Alterations to provide fixed storage units, worktops and sink units at convenient levels
- Non-slip flooring
- Built in cooker for use by disabled person
- Waste disposal unit to sink

## **12. Bathrooms and WCs**

- Shower unit in place of, or to supplement, bath
- Shower cubicle, special bath, special wc fixture, suitable washbasin and/or bidet
- Raising of wc fixture
- Sluice sink
- Fixed bath hoist
- Support rails to walls by bath or wc, or other fixed support or non-slip flooring
- Platform at head of bath

## **13. Storage**

- Storage provision for wheelchair

## POLICY AS A DEVELOPER

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### 1. INTRODUCTION

- 1.1 The Board have responsibility for all decisions relating to the physical and technical delivery of projects. The Board can approve delegated responsibility for specific decisions to the Head of Property Services.
- 1.2 Thenue aims to increase provision of good quality, affordable housing and associated amenities for people in need.
- 1.3 Thenue aims to assist Glasgow City Council deliver the objectives in the Local Housing Strategy, Strategic Housing Investment Plan and the Social Care Housing Investment Priorities.
- 1.4 The Association is committed to developing existing and new sites that are identified within the Business Plan.
- 1.5 The Association will consider other development opportunities that may arise but will subject them to detailed scrutiny.

### 2. STANDARDS

This policy has been developed to ensure that the Charter Standards are embodied in the policy.

Thenue Standards for Property Development

Development strategy: We are pursuing a development strategy in accordance with our Strategy for Growth that links into the plans of other partner organisations. In this way, we ensure that the housing we provide meets the long-term priority needs of the area in which it is to be developed, and the needs of our intended and existing client group.

Risk and Value For Money: All proposed developments are subjected to a detailed risk appraisal covering financial and development risk. All proposed developments must demonstrate financial viability, represent value for money and make a contribution to the long term Business Plan.

Physical quality: Our developments will deliver high quality homes in an environmentally sustainable manner to meet the relevant Building Standards and Scottish Government Planning Guidance

### 3. AREA OF OPERATION

The primary focus of development activity will be within the City of Glasgow and within communities in which the association operates providing:

- There is an established need as determined by the Local Housing Strategy
- The development is financially viable
- The development is supported by statutory and funding bodies

Thenue as a regional organisation will consider development in other areas of the City but will subject to that to a more detailed appraisal to ensure that:

- The development can be efficiently and effectively managed and maintained by Thenue.

#### **4. SPECIFIC OBJECTIVES**

- 4.1 Thenue will work with the communities to deliver the schemes contained within the Business Plan as a contribution to regeneration strategies
- 4.2 Thenue will provide specially designed housing, for particular groups of people needing support. We will work where appropriate with managing or care partners, where the need is identified by the City Council as a priority in terms of the Social Care Housing Investment Priorities document.
- 4.5 Thenue will consider Transfers of Engagement/and proposals to enter into the Thenue Group from other Registered Social Landlords subject to a report to the Board setting out the business case for transfer and a detailed financial assessment of any proposal. This will need to demonstrate that the transfer or partnership will strengthen the Thenue Group's long term viability and the transfer or partnership stock can be efficiently and effectively managed and maintained as part of the Thenue Group.
- 4.6 Thenue may assist in tenure diversification to widen the choice available to local communities, by undertaking Low Cost Home Ownership, improvement for sale, mid market rent or market rent or joint ventures with developers to provide housing for rent and outright sale.
- 4.7 Thenue will consider other development opportunities that may arise in the period subject to detailed appraisal of both the financial and housing need aspects of the opportunity but these will only be progressed if the project demonstrates a contribution to the Business Plan

#### **5. IMPLEMENTATION**

In our approach to meeting these objectives, Thenue will:

- 5.1 give strong emphasis to working in partnership with others. This will include fostering constructive relationships with statutory authorities, other social housing providers, specialist agencies, public and private funders and private developers.
- 5.2 co-ordinate efficiently and effectively the development and funding of acquisition, rehabilitation and new building projects.
- 5.3 through the development of a design brief and specification ensure that the needs of the users are met and that the design and construction of the buildings are in line with the "Glasgow Standard 2019" which ensures a high degree of security, low cost maintenance, energy efficiency, controlled ventilation and meets Housing for Varying

Needs standard. We will comply with Technical Handbook Domestic 2017, Section 7 – Sustainability (Gold, level 1), (Silver, level 2-8 inclusive).

- 5.4 appoint technical consultants committed to continuous professional development through whom innovative and appropriate technical solutions, sensitive design and tight contract control can be achieved.
- 5.5 aim to complement or enhance the physical environment in each location through the design and construction of its developments.
- 5.6 explore the potential for innovative financial packages, involving leverage of the maximum level of private finance for the minimum amount of Affordable Housing Supply Programme funding or other public subsidy.
- 5.7 give due care and attention to the financial risks involved in the development of additional housing, and establish sound management practices to minimise such risks.
- 5.8 allocate sufficient resources within its budget to achieve the agreed development programme.
- 5.9 develop Policies and Procedures which reflect best practice.
- 5.10 give access to appropriate training for staff and committee to enable them to pursue the Association's development objectives effectively

## **6. FINANCIAL CONTROL**

- 6.1 The Executive Team operates within the terms established in the Association's Financial Regulations.

For all projects within the approved Business Plan the Head of Property Services and Head of Finance will consider a viability assessment covering financial appraisal, housing need and risk at Cost Plan Stage and submit a report to the Executive Team, to determine if the scheme is to be progressed. Projects not included in the approved Business Plan will require a business case and viability assessment to be approved by the Board.

- 6.3 At tender stage if savings are required the Head of Property Services can agree savings of up to 10% of contract costs, savings in excess of 10% will require to approved by the Executive Team and will be reported to the Board.
- 6.4 The Executive Team will monitor performance of contractors and consultants through the quarterly progress reports. The Board will receive quarterly reports on the key development milestones e.g. site acquisition, statutory approvals, site start, and contract expenditure detailing spend vs budget and overall contract costs
- 6.5 While contracts are on site staff will be responsible for monitoring variations and costs against the approved amount

- 6.6 Staff may agree non-material variations as recommended by the appropriate Design Team, which have no net effect on contract value.
- 6.7 The maintenance implications of any proposed changes to specification either material or non material will be reviewed by staff prior to approving the change or requesting approval from the Board.
- 6.8 Where costs are likely to exceed the approved amount for unforeseen reasons, staff will try to obtain a written commitment from the relevant funding body that grant will be made available.

## **7. CONSULTATION**

- 7.1 Thenue will actively use consultation in order to achieve high standards of best current practice, promote awareness of its developments, and promote acceptance of individual projects.

The level and timing of consultation will be appropriate to each project. Generally consultation will take place at an early stage. Feedback will be reported to the Executive Team and Area Association Committees (and other relevant local residents groups) where appropriate, with recommendations on how to proceed and proposals for future consultation

Where the Association is working in partnership with a Care Provider, the strategy on local consultation will be agreed with the funding body and the Care Provider and relevant Area Association.

Thenue will incorporate the wishes of those consulted where it is good practice, reasonable, feasible and affordable to do so, and where doing so does not contravene legislation, funding requirements or good practice.

### **7.2 Consultation with Statutory Authorities**

Thenue, or its consultants, will consult the following for every project:

- Relevant Council departments
- Police Scotland (for “Secure by Design”)
- Other statutory authorities
- Other RSLs if required

### **7.3 Consultation with Non-Statutory Bodies**

Thenue will involve local Area Associations in terms of the Minute of Agreement which delegates particular responsibilities to the local Area Association for aspects of the development project.

In the absence of an Area Association, Thenue will consult a local steering group or Residents Organisation where one exists. In the absence of an existing group, it will attempt to set up a design or other appropriate group, preferably with potential tenants.

For projects involving particular needs provision, Thenue will consult and work closely with the relevant Care Provider, Social Services and other relevant specialist organisations.

#### 7.4 **Internal Consultation**

Staff will consult other relevant members of staff through Project Teams. These will be set up for each contract or area, and will consist of nominated representatives from Community Housing Services and Finance Department.

The Project Teams will meet on a regular basis from the point at which a project is identified until Practical Completion, and thereafter as required. The frequency of meetings will be dependant on the stage and progress/complexity of each project.

Staff will consult members of the Area or Project Team (and other staff as required) on an "ad hoc" basis between meetings.

The Area Committee where appropriate, will be consulted on the content and timing of the development programme, and the design and specification of each project.

### **8. CONTRACTOR INSOLVENCY**

8.1 The Association will seek to minimise the risk of Contractor Insolvency by the following:

- Appropriate financial checks are undertaken prior to the award of a contract
- Certificates are paid timeously
- Contract Guarantee Bonds are considered on a contract by contract basis

8.2 In the event of an insolvency, staff will safeguard the Association's interests by:

- seeking, and following, appropriate professional advice from the Design Team and the Association's solicitors
- on development projects, by keeping the relevant funding body appraised with a view to obtaining additional grant.

#### 8.3 **Recovery of Costs**

Staff will endeavour to minimise the Association's losses by prompt and considered action.

Staff will endeavour to recover additional costs caused by the insolvency through the Contractor's Insolvency Insurance (through 3<sup>rd</sup> party warranty, if in place) and the relevant grant funding body (where the project is grant funded).

Staff will ensure that any counter claim against the contractor is pursued with the Receiver, where this is economically viable.



#### 8.4 **Re-instating the Works**

Staff will endeavour to have another contractor appointed to complete the work as timeously as possible, with the agreement of the Executive Team, and the relevant grant funding body.

### 9. **SATISFACTION SURVEYS**

#### 9.1 **Timing**

The Association will carry out a Client Satisfaction Survey, where possible, within 6-12 months of the first let of each Development contract.

#### 9.2 **Format and Content**

The Association will adopt a standard survey form amended as appropriate to reflect the particular development project. The format will allow for comments, criticism and recommendations from clients in addition to extracting factual information.

#### 9.3 The survey will cover the following areas.

- a) Layout
- b) Space standards
- c) Heating and ventilation systems
- d) Sound transmission
- e) Kitchen layout and utility provision
- f) Storage
- g) Attendance to defects
- h) Service provided by the Association
- i) Any other relevant matters

#### 9.4 **Method**

The Association will adopt a method of assessing user satisfaction which is appropriate to the development.

As far as is practicable the Association will conduct face to face, telephone or online surveys and at a minimum this will be with 30% of users in any development.

The survey will generally be conducted by an independent person and in circumstances where Thenue employees are used, these will not be members of the Project Team responsible for the development.

Where the development involves partnerships with other agencies, for example care providers or statutory authorities, their views will also be sought.

#### 9.5 **Confidentiality**

The survey will be conducted on a confidential basis.

Individual customers will not be identified in the survey report. However, where specific action is required for an individual customer this will be pursued with his/her agreement.

#### 9.6 **Reporting to the Board and Local Area Associations**

The Board and local Area Associations will receive a report on the survey analysis and main findings, with recommendations for any changes to the Housing Brief or practice or specification

The survey results will be disseminated to Area or Project Team members and any implications brought to the attention of other appropriate sections, and Area Committees.

#### 9.7 **Feedback**

All tenants, and other relevant parties, will receive a summary of the main findings, conclusions and any proposed action arising from the survey. This may take the form of a newsletter article.

### 10. **DEFECTS**

10.1 In the 12 months following Practical Completion the contractor is responsible for remedying faults or defects arising from faulty workmanship or materials.

The Association aims to ensure that defects are minimised by:

- Employing a Clerk of Works
- Setting a target of zero snagging items at Practical Completion

Where defects arise the Association aims to ensure that:

- Defects are remedied by the contractor responsible within a reasonable timescale in accordance with the contract conditions at no cost to the Association.
- Any costs incurred by the Association in making good a defect either where responsibility is initially in doubt, or in the circumstances of the contractor being unable or unwilling to act, will be recovered where possible

#### 10.2 **Defects Liability Period**

**Normally** defects will be reported through the normal repairs system by tenants. Details of the appropriate contractor(s) for each contract will be advised to Repairs staff at Practical Completion. In certain circumstances defects may be reported to Property Services staff when this is deemed to be more appropriate. All defects will be recorded on the system

Staff will monitor the performance of contractors attending to defects and report to the Executive Team and local Area Committee where there is cause for concern. Where the contractor's performance is not satisfactory this will be addressed within the terms of the contract by staff in conjunction with the appropriate consultants.

Staff will maintain contact with the appropriate consultant to ensure that all defects are made good prior to the issuing of the Making Good of Defects Certificate and that any costs incurred are recovered by deduction from the final payment.

### 10.3 **Latent Defects**

These can arise after 12 month Defect Liability Period and can be the result of defective materials, design or construction.

The responsibility for remedying Latent Defects will depend upon the nature of the defect and may require to be determined by a third party. Where a decision is taken to pursue for recovery of costs this will have to be agreed by the sub committee and be accompanied by full details of the nature of the defect, the costs likely to be incurred in remedying the defect and of pursuing the responsible party with an indication of the likelihood of success.

Where the association hold a third party warranty claims will be pursued through this route if the cost is higher than the excess.

## HOME LOSS AND DISTURBANCE PAYMENTS

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### 1. INTRODUCTION

- 1.1** This policy statement outlines the way in which Thenue Housing Association will administer Home Loss & Disturbance payments to tenants affected by our New build or refurbishment or Clearance programmes.
- 1.2** Home Loss Payments are made to tenants who are compelled to leave their home permanently as a consequence of the Association's new build or refurbishment or Clearance Programme.

Disturbance Payments are payments made to tenants to reflect the costs associated with having to either be temporarily or permanently moved from their homes to facilitate the Association's new build or refurbishment or Clearance Programme.

### 2. POLICY OBJECTIVES

- 2.1** Thenue aims to administer Home Loss and Disturbance Payments in accordance with the Land Compensation (Scotland) Act 1973, the Housing Act 1974 and relevant Guidance Notes.

### 3. CLAIMS AND PAYMENT

#### 3.1 Home Loss

Tenants are eligible for Home Loss Payments where there is an element of compulsion and permanent displacement. (eg demolition).

The payment is a fixed rate of £1,500 set by statute.

The Association will issue claim forms to tenants on moving from their old property to decant or permanent accommodation.

Payments will be made by cheque or Bank Transfer within 1 week of the tenant moving from their home (providing we are in receipt of a valid-signed application.)

Tenants will be asked to sign a consent form agreeing to the deduction of any sums due from outstanding accounts with Thenue.

#### 3.2 Disturbance

Tenants are eligible for Disturbance Payments where there is an element of compulsion in the tenant moving from their existing property. The move could be temporary eg a decant out whilst their property is being refurbished, or permanent, e.g. moving into a new build house.

The Association will issue claim forms to tenants on completion of their permanent move into new or improved property.

Tenants are entitled to claim for reasonable costs associated with the removal e.g. Costs of removal, disconnection and reconnection of appliances, mail re-direction.

Tenants will be advised that they are free to appeal to the District Valuer for a higher award, but would bear the cost of the appeal if unsuccessful.

Payments will be made by cheque or Bank Transfer within 1 week of the tenant moving from their home (providing we are in receipt of a valid, signed application).

Tenants will be asked to sign a consent form agreeing to the deduction of any sums due from outstanding accounts with Thenue.

- 3.3** Where there is a joint tenancy, the amount will normally be split equally between all the joint tenants. Where joint tenants agree that one joint tenant should receive full payment, the other joint tenant(s) will be asked to sign a disclaimer.

## CONSTRUCTION DESIGN AND MANAGEMENT REGULATIONS 2015

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### 1. PURPOSE

- 1.1 The aim of this policy is to ensure the Organisation effectively manages the health, safety and welfare of construction projects and promotes the 'designing-in' of Health & Safety considerations for future operation of premises as a Landlord.
- 1.2 The procedures detailed within this section have been written to ensure all reasonable steps are taken to comply with the Construction (Design and Management) Regulations 2015 and the Health and Safety at Work etc. Act 1974.

### 2. DEFINITIONS

*Construction phase – “any period of time starting when construction work in any project starts and ending when construction work in that project is completed.”*

*Contractors - “those who do the actual construction work and can be either an individual or a company.”*

*Designers – “those, who as part of a business, prepare or modify designs for a building, product or system relating to construction work.”*

*Principal contractors - “contractors appointed by the client to coordinate the construction phase of a project where it involves more than one contractor.”*

*Principal designers – “designers appointed by the client in projects involving more than one contractor. They can be an Organisation or an individual with sufficient knowledge, experience and ability to carry out the role.”*

### 3. REFERENCES

- Construction (Design and Management) Regulations 2015
- Health and Safety at Work etc. Act 1974

### 4. DUTIES

- 4.1 The Organisation will have several duties throughout a project, these include:
  - Assembling the project team;
  - Making respective roles clear;
  - Ensuring sufficient time and resources for each stage of the project;
  - Putting in place effective mechanisms for communication between team members;
  - Providing pre-construction information as soon as is practicable to every designer and contractor appointed, or being considered for appointment, to the project;
  - Taking steps to ensure that the principal designer and principal contractor comply with their duties;
  - Ensuring a construction phase plan is drawn up by the contractor if there is only one contractor, or by the principal contractor;

- Ensuring the principal designer prepares a health and safety file;
- Setting out steps to be followed to ensure health and safety performance is maintained;
- Providing suitable welfare facilities for workers.

## **5. THE CLIENT BRIEF**

- 5.1 The Organisation will set out a clear brief for every project. The Organisation will clearly highlight the arrangements for how health and safety will be managed, the key requirements and the vision of the project.
- 5.2 Where the range and nature of risks involved in the work warrants it, arrangements will also include:
- The expected standards of health and safety, including safe working practices, and the means by which these standards will be maintained throughout;
  - What is expected from the design team in terms of the steps they should reasonably take to ensure their designs help manage foreseeable risks during the construction phase and when maintaining and using the building once it is built (i.e. the 'designing-in' of future H&S considerations);
  - The arrangements for commissioning the new building and a well-planned handover procedure to the new user.

## **6. SELECTING THE PROJECT TEAM**

- 6.1 The Organisation will ensure that all appointed individuals and Organisations have the necessary skills, knowledge and experience to carry out the required task.
- 6.2 Before appointing a contractor, the Organisation will obtain the following information:
- Provision of EL/PL/PI insurance details;
  - Provision of suitable references from previous clients or similar work;
  - Provision of Safety Policy;
  - Provision of licence to operate, where appropriate;
  - Provision of risk assessments and method statements;
  - Details of a membership of a Trade Organisation or a Safety Group.
- 6.3 If there is more than one contractor involved in a project, the Organisation will formally appoint a principal designer and principal contractor in writing at the earliest possible stage.

## **7. HEALTH AND SAFETY FILE**

- 7.1 The Organisation will ensure that in projects with more than one contractor, the principal designer prepares, updates, reviews and revises the health and safety file to take account of the work and any changes that have occurred.
- 7.2 If the principal designer's appointment concludes before the end of the project, the Organisation will ensure that the health and safety file is passed from the principal designer to the principal contractor.

- 7.3 When the project is complete, the Organisation will retain the file and ensure it is available to anyone who may need it to enable them to comply with health and safety requirements during any subsequent project.
- 7.4 If the property is sold to a tenant or any other Organisation, the file will be passed on to the new owner.

## **8. NOTIFICATION**

- 8.1 The Organisation will notify the HSE in writing when the construction work on a construction site is scheduled to:
- Last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project; or
  - Exceed 500 person days.
- 8.2 A copy of the notification will be displayed in the construction site office.



## ELECTRICAL SAFETY

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### 1. PURPOSE

- 1.1 The aim of this Policy is to ensure the effective inspection, maintenance and management of all electrical installations, fixtures and appliances within premises controlled by the Organisation.
- 1.2 All electrical repair work and Electrical Installation Condition Reports will be sub-contracted to an external competent body.
- 1.3 The procedures detailed within this section are intended to facilitate the effective management of electrical safety, ensuring that all reasonable steps are taken to comply with the Consumer Protection Act 1987 and the Electrical Equipment (Safety) Regulations 1994.

### 2. DEFINITIONS

*“Competent Person”* – person suitably trained and qualified by knowledge and practical experience, and provided with the necessary instructions, to enable the required task (s) to be carried out correctly.

*‘Electrical installation’* - the electrical wiring and associated components and fittings in a property, but excluding equipment and appliances not owned by The Association. This includes all aspects of the supply, distribution and use of electrical power in the house from the consumer unit (where the electric supply connects to the wiring in the house) to the point of use at the switch or socket-outlet.

### 3. REFERENCES

- British Standard BS7671:2008
- The Consumer Protection Act 1987
- The Electrical Equipment (Safety) Regulations 1994
- Scottish Housing Quality Standard (SHQS)

### 4. ELECTRICAL CHECKS

- 4.1 The Organisation will ensure that all electrical installations, fixtures, fittings, and any electrical equipment provided, is safe, in a reasonable state of repair and in proper working order at the start of the tenancy and throughout its duration.
- 4.2 Visual inspections on all electrical appliances will be carried out by a competent person before a tenant moves in and regularly throughout the tenancy.
- 4.3 The Organisation will ensure that service contractors carrying out Electrical Installation Condition Reports (EICR) are competent within the terms of the Regulations and are members of recognised professional bodies.
- 4.4 The EICR will be carried out every 5 years and at the start of new tenancies and if there have been new electrical installations fitted or defects identified.

- 4.5 The Organisation will retain a copy of the Electrical Installation Condition Report for six years. A copy of the most recent report will be issued to the tenant before a tenancy starts. If an inspection is carried out during a tenancy, a copy relating to that inspection will also be given to the tenant.

## 5. NO ACCESS PROCEDURE

- 5.1 The Scottish Housing Quality Standard (SHQS) introduced by the Scottish Government in 2004 contains the following requirements relating to Electrical Installations in tenanted properties:

Annex E (SHQS) – Must be healthy, safe and secure. Element 45 states:

‘In order to demonstrate compliance with this element, landlords must organise electrical safety inspections by a competent person at intervals of no more than five years. “Competent person” means an appropriate skilled electrician competent to prevent danger and injury from electricity. Intervals of no more than five years is the recommended period for inspection of rented housing as set out in BS 7671 Requirements for Electrical Installations. Landlords must make reasonable efforts to ensure that homes are accessed to carry out the inspection’.

- 5.2 The Association will follow the EICR and Smoke Detection Procedure to ensure access to tenanted properties is gained as required to maintain a valid Electrical Testing Certificate in accordance with The Scottish Housing Quality Standard. This may result in access being forced into the property.
- 5.3 Should the procedure fail to result in access for the contractor to carry out the Electrical Testing process the Association may use the abandonment procedure to facilitate access. The conclusion of the abandonment procedure may result in the property being reclaimed.
- 5.4 On occasions where contact has been made by the tenant but no access to the property has been achieved the tenant may be given 7 days notice of intention to force access and access will be forced on the stated date.

## 6. PORTABLE APPLIANCES

- 6.1 The Organisation will take reasonable steps to ensure that all appliances (e.g. electric kettles, fridges, washing machines etc.) provided as part of the tenancy agreement are safe.
- 6.2 An appropriate portable appliance testing (PAT) regime will be implemented for any appliances issued by the organisation.
- 6.3 All portable appliances issued by the organisation will have the CE Mark, the British Standard Kitemark or the ‘BEAB Approved’ mark.
- 6.4 The Organisation will issue tenants with a copy of the manufacturer's instructions for all appliances provided.

**7. REPAIRS AND EMERGENCIES**

- 7.1 Should any faulty equipment be observed, the Organisation will ask the tenant to take the item out of service until it is repaired or replaced.
- 7.2 The Organisation will use a competent service contractor to carry out repairs and emergency responses.

**8. TENANT RESPONSIBILITIES**

- 8.1 Tenants will be issued with information leaflets on electrical safety.
- 8.2 Tenants will be advised to report any electrical faults immediately.
- 8.3 Tenants will be informed of any electrical items which are prohibited within Organisation premises.
- 8.4 Tenants must allow access to Thenue appointed Contractors to carry out Electrical Installation Testing Inspections and works as notified by The Association. Failure to provide access may result in access being forced to carry out the Electrical Inspection Services.

## ENERGY PERFORMANCE CERTIFICATES

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### 1. PURPOSE

- 1.1 The aim of this policy is to ensure that all relevant properties controlled by the Organisation have a valid Energy Performance Certificate (EPC).
- 1.2 The procedures detailed within this section have been written to ensure all reasonable steps have been taken to comply with the Energy Act 2011, The Energy Performance of Buildings (Scotland) Regulations 2008 and all other relevant legislation.

### 2. REFERENCES

- Energy Act 2011
- Energy Efficiency Directive 2012
- The Energy Performance of Buildings (Scotland) Regulations 2008

### 3. WHAT IS AN ENERGY PERFORMANCE CERTIFICATE?

- 3.1 An EPC is a document which states the energy efficiency of a building based on the standardised way the building is used and provides the building owner with recommendations on how the efficiency could be improved.
- 3.2 An EPC is needed when a property is:
  - Built;
  - Sold;
  - Rented.

### 4. PROCEDURES

- 4.1 The Organisation will arrange for an EPC to be prepared by an approved EPC Assessor where a building is to be sold or let.
- 4.2 The Organisation will provide the EPC free of charge to a prospective tenant or buyer.
- 4.3 Where the property is used as a public building, the EPC will be clearly visible to visitors.
- 4.4 The Organisation will consider the recommendations of each EPC and determine whether improvements could/should be made to improve the energy efficiency performance of the premises.

### 5. RENEWING THE ENERGY PERFORMANCE CERTIFICATE

- 5.1 All EPCs are valid for 10 years.
- 5.2 A new EPC will only be required if a new occupant assumes tenancy after the 10 year period has exceeded.
- 5.3 EPCs will be updated if significant alterations have been made to a property after the EPC was issued which will affect the property SAP rating.

## LIFTS SAFETY

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### 1. PURPOSE

- 1.1 The aim of this Policy is to ensure the effective inspection, maintenance and management of all lifts controlled by the Organisation.
- 1.2 The procedures detailed within this section have been written to ensure all reasonable steps have been taken to comply with the Lifts Regulations 1997, the Lifting Operations and Lifting Equipment Regulations (LOLER) 1998 and all other relevant legislation.

### 2. REFERENCES

- Disability Discrimination Act 1995 and 2005
- Health and Safety at Work Act etc.1974
- Lifts Regulations 1997
- Lifting Operations and Lifting Equipment Regulations (LOLER) 1998
- Management of Health and Safety at Work Regulations 1999, as amended
- Provision and use of Work Equipment Regulations 1998 (PUWER)
- Scottish Housing Quality Standards (SHQS)
- Supply of Machinery (Safety) Regulations 2008
- The Testing and Assessment of Lifts 1998 LG1
- Workplace (Health, Safety & Welfare) Regulations 1992 (as amended)

### 3. DEFINITION OF LIFT

- 3.1 The Lifts Regulations 1997 define a 'lift' as:

*“a lifting appliance serving specific levels, having a car moving along rigid guides or a fixed course and inclined at an angle of more than 15 degrees to the horizontal, intended for the transport of:*

- *People;*
- *People and goods;*
- *Goods alone, if a person may enter without difficulty and fitted with controls inside the car or within reach of a person inside.”*

### 4. INSTALLATION OF LIFTS

- 4.1 The Organisation will ensure that all lifts are manufactured and installed in accordance with the Lifts Regulations 1997 and have a current Declaration of Conformity.
- 4.2 In specifying new lifts, stairlifts and escalators, awareness of users' special needs will be considered. In particular, attention will be given to the level of control buttons, sound controls, braille buttons and access for wheelchairs and walking aids. Where reasonably practicable, lifts will be fitted with emergency seats and with two-way communication systems for use in emergency situations. With regard to stairlifts,

appropriate safety signs and instructions for use will be clearly displayed at each end of travel.

- 4.3 Stairlifts will only be considered where the installation of a passenger lift is not a viable option.

## 5. PERIODIC INSPECTION AND TESTING

- 5.1 The Organisation will ensure that all lifts are subject to a formal Inspection regime:

- after substantial and significant changes have been made;
- at least every six months if the lift is used at any time to carry people;
- following "exceptional circumstances" such as damage to, or failure of, the lift, long periods out of use or a major change in operating conditions which is likely to affect the integrity of the equipment.

- 5.2 Formal Inspections will inspect the following:

- Landing and car doors and their interlocks;
- Worm and other gearing;
- Main drive system components;
- Governors;
- Safety gears;
- Suspension ropes;
- Suspension chains;
- Overload detection devices;
- Electrical devices (including earthing, earth bonding, safety devices, selection of Fuses, etc.);
- Braking systems (including buffers and over speed devices);
- Hydraulics.

- 5.3 Formal Inspections will be carried out by an Independent Inspection Company.

- 5.4 In addition to the formal Inspection regime, simple routine safety checks of lifts will be carried out and recorded by the Organisation on a monthly basis. These will be carried out from the safety of lift landings and will include:

- checks to ensure the bottom of the doors run smoothly in their channels and grooves and when a moderate force is applied to the bottom of the door it is not deflected into the lift car and shaft
- checks to ensure the build up of debris and grease in the channels is not adversely affecting safety
- checks to ensure the guide shoes on the bottom of the doors and the channels and grooves are not damaged

Should any lift be seen to be faulty, it will be immediately put out of use and the Maintenance Department will arrange for any necessary corrective actions to be taken. Advice will be sought from a competent person where there is any doubt over safety. Records will be filed by the FSA of all checks carried out, along with any documentation in relation to faults etc.

## **6. ROUTINE MAINTENANCE**

6.1 The Organisation will carry out routine maintenance on all lifts. This will include checking and replacing worn or damaged parts, lubrication, replacing time-expired components, topping up fluid levels, and making routine adjustments. This is to ensure the equipment continues to operate as intended, and risks associated with wear or deterioration are avoided.

## **7. IDENTIFYING DEFECTS**

7.1 If a defect is identified which is, or could become, dangerous, the lift will be immediately made out of use and the repair will be carried out within 24 hours. The lift will not be useable until the defect has been satisfactorily remedied.

7.2 Minor defects which do not affect the primary function or the safety features of the lift will be actioned within 5 working days.

## **8. DOCUMENTATION AND REPORTING**

8.1 The Organisation will ensure a written and signed report is provided by the Independent Inspection Company within 28 days of the thorough Inspection being carried out.

8.2 Thorough Inspection reports will be retained for at least 2 years or until the next report is carried out, whichever is the later.

## **9. STAIR LIFTS**

9.1 All stair lifts will undergo routine maintenance, inspections and a 6-monthly thorough examination.

9.2 The Organisation will ensure that all new stair lifts are safe, supplied with instructions, have a Declaration of Conformity and the British Standard Kitemark or CE marking.

## **10. EMERGENCY EQUIPMENT**

10.1 All lifts will have a communication system which will include a telephone or a two-way voice system so that a person trapped inside can raise the alarm.

10.2 All lifts will have adequate emergency lighting in the lift car.

## REDEVELOPMENT OF LAND AND BUILDINGS

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### 1. PURPOSE

- 1.1 The aim of this policy is to ensure that risk management issues are properly considered at the planning stages of all land and property redevelopment projects.

### 2. REFERENCES

- Health & Safety at Work etc. Act 1974
- Environmental Protection Act 1990

### 3. LAND REDEVELOPMENT

- 3.1 An unfortunate legacy of Britain's industrial past is the significant presence of contaminants on most brownfield sites. These contaminants can include chemicals, asbestos and even unexploded ordinances (UXO's). Contaminated land risk management is a particular specialism and the Organisation will ensure competent external support is available at the planning stage of all proposed land redevelopment work. This will include the undertaking of a contaminated land investigation by a competent consultancy.
- 3.2 In the proposed redevelopment of land, the Organisation will ensure arrangements and procedures are in place for safe site working practises; proper authorisations and registration of land; and legally accurate classification of waste materials – incorrect classification can result in hugely inflated and unnecessary waste costs.
- 3.3 For situations of asbestos contaminated land, compliance with, and understanding of, a range of Health & Safety, Asbestos, Environmental and Waste regulations, codes of practice and guidance is required as different 'levels' of asbestos within the ground are deemed acceptable under the different regulatory regimes. Specialist advice will be taken in such circumstances.

### 4. BUILDINGS REDEVELOPMENT

- 4.1 The Organisation recognises the range of topic-specific legislation in place which may apply to redevelopment projects. Reference should be made, in particular, to the following policies:
- Asbestos
  - CDM
  - Contractors Selection
  - Premises Fitness and Repair
  - Ventilation
- 4.2 The Organisation will appoint external specialists to advise on Health & Safety, Environmental and design requirements where required.



### 1. PURPOSE

- 1.1 The aim of this Policy is to ensure the effective inspection, maintenance and management of all water systems within premises controlled by the Organisation.
- 1.2 The procedures detailed within this section have been written to ensure all reasonable steps have been taken to comply with The Control of Substances Hazardous to Health Regulations 2002 (as amended), The Water Supply (Water Fittings) (Scotland) Byelaws 2014 and all other relevant legislation.

### 2. DEFINITIONS

Legionella - *“a potentially dangerous type of bacteria when inhaled with water vapour. Bacterium grows best in warm, nutrient rich water.”*

Legionella Risk Assessment – *“a specific risk assessment carried out to determine the risk level of Legionella Assessment proliferation, and exposure from a specific water system.”*

Log Book – *“a record book provided to record all local checks and tests carried out, as specified by legionella risk assessment.”*

Legionnaires’ disease - *“a potentially fatal form of pneumonia caused by the legionella bacteria.”*

### 3. REFERENCES

- British Standards 8580:2010 – Water Quality: Risk Assessment for Legionella
- HSG Health and Safety in Residential Care Homes (2001)
- HSG274 Legionnaires Disease – Technical Guidance (in 3 Parts) (2013)
- IACL27 (rev2) Legionnaires Disease – A guide to Employers
- INDG 458 Legionnaires Disease – A brief Guide for Duty Holders (2012)
- Public Health etc. (Scotland) Act 2008
- The Building (Scotland) Regulations 2004
- The Control of Substances Hazardous to Health Regulations 2002, as amended
- The Housing (Scotland) Act 2006
- The Management of Health and Safety at Work Regulations 1999
- The Private Water Supply (Scotland) 2006
- The Water Supply (Water Fittings) (Scotland) Byelaws 2014
- The Water Supply (Water Quality) (Scotland) Regulations 2001

### 4. LEGAL DUTIES

- 4.1 The Organisation has several specific legal duties which relate to water safety and, in particular, Legionella risk management. These include:
- Identifying and assessing sources of risk;
  - Preparing a scheme for preventing or controlling the risk;
  - Implementing and managing the scheme;

- Keeping records and checking what has been done is effective.

## **5. LEGIONELLA INFORMATION**

- 5.1 Legionella bacteria is common in natural water (such as rivers and ponds). However, legionella can grow in other water systems such as cooling towers, evaporative condensers, showers, spray apparatus and hot and cold water systems.
- 5.2 Legionnaires' disease is a potentially fatal form of pneumonia caused by the inhalation of Legionella bacteria. This includes the most serious Legionnaires' diseases, as well as the similar but less serious conditions of Pontiac Fever and Lochgoilhead Fever. The bacteria is normally contained within fine water droplets (aerosol) that may be caused by operating a cooling tower, shower, spray apparatus, running a tap outlet or operating a humidifier.
- 5.3 Legionnaires' disease has the potential to affect anybody. However, those more susceptible are normally in the age range of 45 and above, smokers, heavy drinkers, or suffer from chronic respiratory or kidney disease or have impaired immune systems.
- 5.4 Legionella survive low temperatures and thrive at temperatures between 20-45 degrees C if the conditions are right (e.g. if a supply of nutrients is present such as rust, sludge, scale and other bacteria).

## **6. LEGIONELLA POLICY**

- 6.1 The Organisation will aim to minimise and control the risk from Legionnaires' disease and, to this end, will:
- Appoint a responsible person who will have a duty to put in place an action plan to minimise the risk of Legionella and to manage and monitor the necessary work systems and procedures;
  - Identify and assess sources of risk (e.g. where conditions are present that may encourage Legionella bacteria to multiply or where there is a means of creating and disseminating breathable droplets), and establish any items of non-compliance;
  - Assess the level of risk through a structured Legionella Risk Assessment programme, and aim to eliminate or reduce the risk to an acceptable level;
  - Arrange for routine inspection and maintenance of water systems, and where needed, a programme of disinfection;
  - Retain records of maintenance, inspection and testing for a minimum of 5 years.

## **7. RISK ASSESSMENT**

- 7.1 The Organisation will arrange for a suitable and sufficient risk assessment programme to be carried out (and regularly reviewed) to identify and assess the risk of exposure to Legionella bacteria from all water systems across its property portfolio.
- 7.2 The Organisation will use a competent external company with qualified Legionella Risk Assessors to carry out the risk assessment programme. The Assessment company

will not normally be associated with a water hygiene/control contracting company in an attempt to ensure independent recommendations are given by the Assessor. The Assessors and the Organisation will determine an appropriate programme of risk assessing, which may involve the use of 'representative' assessments followed by an ongoing programme or rotation across different addresses.

- 7.3 All recommendations and remedial action will be recorded in a log book. The recommendations should also highlight the management control actions that may be carried out in-house and those which would require an external contractor.
- 7.4 The risk assessment will be reviewed at regular intervals (at least every 2 years) or when it is believed that the original risk assessment is no longer valid (e.g. following a change in the building or water supply, or following an incident).

## **8. WATER FITTINGS AND SYSTEM REQUIREMENTS**

- 8.1 The Organisation will ensure that all water fittings comply with relevant legislation and have the CE mark, British Standard kitemark or appropriate equivalent. Specialist advice will be obtained in the selection of all water systems fixtures and fittings.
- 8.2 The Organisation will ensure that all water fittings are suitable for the purpose intended.
- 8.3 Hot water shall be stored in tanks at a temperature of at least 60°C.
- 8.4 Water pipes shall be as short and direct as possible and pipes and tanks will be effectively insulated. Tanks will be protected against contamination and materials used which do not encourage Legionella growth.
- 8.5 Hot water shall reach taps at temperatures greater than 50°C within 1 minute of running.
- 8.6 Cold water shall be stored at a temperature of less than 20°C. Cold water shall reach taps at temperatures less than 20°C within 2 minutes of running.
- 8.7 All little used outlets shall be routinely flushed through.
- 8.8 Where water is used or stored for consumption in any devices, e.g. water coolers, tea urns, drinks machines etc., an effective system of regular cleaning and disinfecting shall be introduced, in accordance with manufacturer's instructions.

## **9. DISINFECTION**

- 9.1 Water services will be disinfected when any of the following situations occur:
- If a routine inspection or risk assessment shows it necessary to do so;
  - After any prolonged shutdown of a month or longer (a risk assessment may indicate the need for cleaning after a period of less than one month, especially in summer where temperatures have been high);

- If the system or part of it has been substantially altered or entered for maintenance purposes in a manner that may lead to contamination;
- Following an outbreak or suspected outbreak of Legionnaires' disease or any other water borne infection/disease.

## **10. VOID PROPERTY ACTIONS**

- 10.1 It is recognised that all void properties have the potential to exhibit increased risk of Legionella due to the possibility of stagnant water remaining undisturbed within pipework for prolonged periods.
- 10.2 To mitigate the increased potential risk associated with voids, the contractor appointed to carry out repair and re-decoration works on all standard properties will carry out and record the following:
- Thoroughly flush all taps;
  - Clean and disinfect, or replace, all shower heads;
  - Inspect and report on water storage tank, where present.
- 10.3 All Special Lets becoming void will be assessed individually and on their own merits.

## **11. CONTRACTORS**

- 11.1 A competent external contractor will be appointed to carry out legionella preventative monitoring and water hygiene services. As a minimum requirement, contractors are required to be a registered member of the Legionella Control Association (LCA) or the Water Management Society (WMSoc). Contracted works may include legionella sampling, tank inspections, water sampling, (for all bacteria) and other associated services, as identified in the Legionella Risk Assessment programme.

## **12. NOTIFICATION REQUIREMENTS**

- 12.1 If it is suspected or confirmed that a tenant, employee or visitor has contracted Legionnaires' disease, the Organisation will report the incident to the HSE under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

## **13. TENANT RESPONSIBILITIES**

- 13.1 Tenants will be provided with information on good water management and Legionella control through tenancy agreements and/or by means of information leaflets.
- 13.2 Tenants are advised to clean shower heads, descale and disinfect them at least every two months.
- 13.3 For showers that are only occasionally used, tenants are advised to flush the shower through by running the water for at least 2 minutes once a week.

- 13.4 Where a property is left vacant for any time (e.g. when on holiday), tenants are advised to flush both hot and cold water systems by running all outlets for at least 2 minutes.
- 13.5 Tenants should inform the Organisation immediately if there are problems, debris or discolouration in the water.

**14. REVIEW**

- 14.1 The Organisation will review its methodology for managing Legionella every three years or sooner if required by Statutory or best practice requirements.

### 1. PURPOSE

- 1.1 The aim of this policy is to provide a robust fire safety framework which can be implemented to secure the safety and wellbeing of tenants, visitors and firefighters.
- 1.2 The procedures detailed within this section are intended to facilitate the effective management of fire safety, ensuring that all reasonable steps are taken to comply with the Fire (Scotland) Act 2005, the Fire Safety (Scotland) Regulations 2006, the Housing (Scotland) Act 2006 and all other relevant legislation.
- 1.3 From 1 February 2021 (extended to February 2022 due to the impact of COVID-19 at at February 2021) an amendment to the statutory tolerable standard comes into force under section 86 of the Housing (Scotland) Act 1987, which will require that all houses, regardless of tenure, must have satisfactory provision for detecting fires and for giving warning in the event of a fire or suspected fire.
- 1.4 The installation of smoke and fire detectors is intended to reduce the risk of fire and the consequent loss of life, injury and damage to property. Because of these dangers, the Repairing Standard sets a high benchmark for smoke and fire detection, matching the standard required for new buildings and which is higher than many owner-occupiers will meet for their own homes.

### 2. DEFINITIONS

Common Area – “A common area is a portion of a property that is shared and used by multiple residents. This would include areas such as the lobby, stairway and hallway.”

Compartmentation – “subdivision of a building by fire-resisting walls and/or floors for the purpose of limiting fire spread within the building.”

Competent Person – “person, suitably trained and qualified by knowledge and practical experience, and provided with the necessary instructions, to enable the required task(s) to be carried out correctly.”

Dwelling – “a house, flat, or another place of residence.”

Emergency Lighting – “lighting provided for use when the supply to the normal lighting fails.”

Fire Door – “door or shutter provided for the passage of people, air or objects which, together with its frame and furniture as installed in a building, is intended (when closed) to resist the passage of fire and/or gaseous products of combustion, and is capable of meeting specified performance criteria to those ends.”

Smoke Alarm – “device containing, within one housing, all the components, necessary for detecting smoke and for giving an audible alarm.”

Sprinkler System – “a system comprising thermosensitive devices designed to react at a pre-determined temperature to automatically release a stream of water and distribute it in a specified pattern and quantity over a designated area.”

HMO – “a house, premises or a group of premises with shared amenities, occupied by three or more persons from three or more families as their only or main residence.”

### **3. REFERENCES (see also Section 8.6 - Guidance)**

- BS 5839-6:2013
- Building (Scotland) Regulations 2004
- Domestic Technical Handbook (as revised)
- Electrical Equipment (Safety) Regulations 1994
- Fire (Scotland) Act 2005
- Fire Safety (Scotland) Regulations 2006
- Furniture and Furnishings (Fire) (Safety) Regulations 1988
- Gas Safety (Installation and Use) Regulations 1998
- Health and Safety (Safety Signs and Signals) Regulations 1996
- Health and Safety at Work etc. Act 1974
- Housing (Scotland) Act 2006
- Housing (Scotland) Act 1987 (Tolerable Standard) (Extension of Criteria) Order 2019.
- Scottish Housing Quality Standard (SHQS)

### **4. FIRE AND SMOKE ALARMS**

4.1 By February 2022 the Association will provide:

- one functioning smoke alarm in the room which is frequently used by the occupants for general daytime living purposes (normally the living room/lounge),
- one functioning smoke alarm in every circulation space on each storey, such as hallways and landings, or in the main room if no landing in the upper storey
- one heat alarm in every kitchen, and
- all alarms should be ceiling mounted.

4.2 Either mains-operated alarms (with battery backup), or tamper-proof/sealed/ long-life lithium battery alarms are permitted – the expiry date should be visible on each alarm.

4.3 Smoke alarms should conform to BS EN 14604. Heat alarms should conform to BS 5446-2. Multi-sensor alarms should conform to BS EN 54-29 or BS EN 14604. For more detailed information on smoke alarms, see BS 5839 Part 6.

4.4 Alarms can be interlinked via wires (hardwired) or wirelessly (by radio communication). Where adding to an existing hardwired system, care should be taken to ensure that all alarms are interlinked, with all alarms sounding when any one device is activated.

4.5 The Association will ensure that fire and smoke alarms are in proper working order at the start of each tenancy. The Association will ensure that smoke and heat alarms are regularly maintained following the manufacturer’s recommendations.

- 4.6 Tenants will be advised to test alarms every week and advised on smoke and heat alarms expiry dates.
- 4.7 Specialised alarms will be given to tenants who have a disability, an impairment or special needs (e.g. smoke alarms with a vibrating pad, flashing light etc.).
- 4.8 If there is a requirement for the house to meet a more stringent standard of provision for detecting and giving warning of fire (for example, in a house in multiple occupation (HMO) requiring to be licensed, or if work requires a building warrant), then this guidance is only to be regarded as met if more stringent standards have been met.
- 4.9 The Scottish Housing Quality Standard (SHQS) introduced by the Scottish Government in 2004 contains the following requirements relating to smoke detection systems from the 1<sup>st</sup> February 2022:
- Annex A (SHQS) – Must be compliant with the current Tolerable Standard:
- Element 11a – Smoke and heat alarm systems
  - Element 11b – Carbon monoxide alarm systems
- 4.10 The Association will follow the EICR and Smoke Detection Procedure to ensure access to tenanted properties is gained to upgrade all tenanted properties to the required SHQS Tolerable Standard for smoke and carbon monoxide detection. This will include renewing detection equipment prior to the component expiry date of the existing equipment. This may result in access being forced into the property.
- 4.11 Should the procedure fail to result in access for the contractor to carry out the smoke or carbon monoxide detection system works, the Association may use the abandonment procedure to facilitate access. The conclusion of the abandonment procedure may result in the property being reclaimed.
- 4.12 On occasions where contact has been made by the tenant but no access to the property has been achieved the tenant may be given 7 days notice of intention to force access and access will be forced on the stated date.

## **5. CARBON MONOXIDE ALARMS**

- 5.1 Carbon monoxide alarms will be installed in any room containing a fossil fuel burning appliance.

## **6. EMERGENCY LIGHTING**

- 6.1 For new build blocks of flats and maisonettes, emergency lighting will be present as appropriate in communal areas and common escape routes.
- 6.2 The emergency lighting system will be designed to automatically illuminate upon the failure of the power supply.



- 6.3 The emergency lighting system will be tested monthly by a member of staff with a record of the test maintained for three years.
- 6.4 An annual discharge test will be performed by a competent person. This test will involve simulating a power failure and conducting a test of the full rated duration of the emergency lights (e.g. 3 hours).

## **7. FIRE DOORS AND COMPARTMENTATION**

- 7.1 Buildings containing flats and maisonettes will be split into fire-resisting compartments by fire-resisting doors, walls and floors which will provide a physical barrier to fire.
- 7.2 Doors connecting shared parts of a multi-occupancy dwelling, such as the doors to individual flats or apartments, will be rated fire doors.
- 7.3 For homes with an integral garage, the door that joins the garage to the main part of the house will be a fire door.
- 7.4 Doors used for plant rooms and service penetrations such as rubbish chutes will be fire rated.

## **8. EMERGENCY EXIT DOORS**

- 8.1 The Association will ensure all doors which are to be used in an emergency can be opened from the inside without the use of a key.

## **9. SMOKE VENTILATION**

- 9.1 Communal areas will have adequate smoke ventilation either through natural means or by mechanical ventilation.

## **10. FIRE EQUIPMENT**

- 10.1 Sprinklers will be installed where the Association is unable to reduce particular risks by other means.
- 10.2 Fire extinguishers will not be installed in dwellings as tenants will not be trained on the safe use of extinguishers. Accidents can occur if tenants try to use them in the event of a fire or if they are discharged through malice or horseplay.

## **11. FURNITURE AND FURNISHINGS**

- 11.1 Where furniture and furnishings are provided, the Association will ensure they are fully compliant with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

## **12. EVACUATION POLICY**

- 12.1 Fire evacuation procedures and fire assembly points will be clearly contained in tenancy handbooks or tenancy start-up packs which will be issued to all tenants at the start of a tenancy.

- 12.2 Alternative methods will be available for tenants with language or learning difficulties (e.g. an interpreter will be used, a copy will be in braille, an audio version will be available etc.).

### **13. SIGNAGE**

- 13.1 Fire action signs will be placed in corridors (on every level), entrance doors and common areas. Where fire safety signs are provided, they will be in accordance with BS 5499 and the Health and Safety (Safety Signs and Signals) Regulations 1996.

### **14. MAINTENANCE AND REPAIRS**

- 14.1 The Association will ensure premises, equipment and devices provided for fire safety are subject to a suitable system of maintenance, are maintained in an efficient state, in efficient working order and good repair.
- 14.2 All repairs will be carried out within the timescale set in the Association's repair policy by a competent person.

### **15. ACCESS AND FACILITIES FOR THE FIRE SERVICE**

- 15.1 The Association will ensure:
- there are sufficient means of external access to enable fire appliances to be brought near to the building for effective use;
  - there are sufficient means of access into, and within, the building for firefighting personnel to search and rescue and fight fire; and that
  - the building is provided with sufficient internal fire mains and other facilities to assist firefighters in their tasks.

### **16. FIRE RISK ASSESSMENT**

- 16.1 The legal requirements relating to Fire Risk Assessing are complex and are often taken to exclude domestic premises. However, the Association has a legal duty to risk assess all areas defined as 'workplaces', which will include plant rooms and other non-tenant-accessible areas. Furthermore, fire regulations require common areas to be maintained in a certain condition suitable for the fire authority, which can often only be ensured by carrying out a risk assessment. The Association will devise a Fire Risk Assessment Strategy and arrange for the undertaking of fire risk assessments (at regular reviews) by competent staff or external consultants in accordance with the Strategy.

The following will be considered in developing the risk assessment strategy:

- High rise buildings pose a particular risk to tenants and often exhibit significant uncontrolled risks
- 'Workplaces' such as plant rooms come within the scope of the regulations so far as fire risk assessing is required
- Common areas of domestic premises require to be maintained in a certain condition and may benefit from a 'representative' risk assessment programme.

## **17. TENANT RESPONSIBILITIES**

- 17.1 The Association will include fire safety obligations within tenancy agreements and will issue regular fire safety information packs and leaflets to remind tenants to:
- test smoke alarms weekly;
  - ensure all communal areas are not obstructed; and
  - ensure fire doors are not propped open or otherwise disabled.
- 17.2 Tenants must allow access to Thenue appointed Contractors to carry out smoke and carbon monoxide detection system works or any other required works relating to Fire Safety works as notified by The Association. Failure to provide access may result in access being forced to carry out the required works.

## **18. LICENSED HOUSES OF MULTIPLE OCCUPATION (HMOs) and COMMERCIAL PREMESIS**

- 18.1 All policies listed above will be applied. In addition to these, all licenced HMOs and commercial premises managed by the Association:
- Will be fire risk assessed by a competent assessor, with periodicity determined by the fire risk assessment;
  - Will have doors opening in the direction of escape;
  - Will be supplied with appropriate, maintained extinguishers;
  - Will have the fire evacuation procedure details relayed to relevant persons via the methods detailed in section 12.1 in the case of HMOs and via staff training for commercial premises.
- 18.2 Within commercial premises not managed by the Association, the responsibility for the completion of the fire risk assessment will fall upon the tenant. A copy of the completed fire risk assessment will be held by both the tenant and the Association.
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