

# Repair and maintenance of council houses

**Tenant and  
landlord rights,  
responsibilities  
and procedures**



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# Landlord responsibilities

## As your landlord, we are responsible for:

All structural work to the building fabric such as brickwork, chimneys and external rendering

Rainwater goods such as downpipes and gutters/rhones

Roof coverings such as slates, tiles, flat roof felting and flashings

Boilers and hot water tanks

Fixed heating equipment such as fires, radiators, storage heaters & panel heaters, air source heat pumps & solar panels where supplied by the council

Electrical fittings such as existing sockets, light switches and immersion heaters

All water systems such as storage tanks, pipes and valves

Central heating systems including heating related pipework

All bathroom fittings including toilets, basins, baths and shower appliances fitted by us

Kitchen and bathroom fixtures such as toilets, baths, basins, sinks & taps and water pipes

Repairs to damaged plasterwork, skirtings, facings and doors

Repairs to windows such as glazing units, seals, ropes, fasteners, lifts and safety catches

Various small items such as letterboxes, draught excluders and spy holes

Carrying out annual central heating servicing and other safety checks, including periodic electrical testing

Stair lighting and maintenance in communal areas (shared with other owners in a communal block)

Communal TV aerials & satellite dishes where supplied by the council

Washers and dryers, where supplied by the council

Carrying out regular smoke and carbon monoxide alarm and detector checks

Internal and external door repairs

Replacement of fluorescent lighting where the tenant is unable to do this for themselves and no one else can assist

External painter work and colour washing where required

Outside lighting which was installed by the council

Paths that are laid by us to reach your front door or that follow your house to the back door if you have one, which may include the pedestrian section of a driveway

Fences supplied by the council

Ensuring safe access routes to existing clothes drying areas

Clothes poles and whirly gigs supplied by the council and existing paths that lead to them

Major pest infestations where public health concerns exist, for example major rodent or significant flea infestations

*Repairs procedures vary - see p7.*

*Qualifying repairs must be carried out within a specified timescale - see p16.*

# Tenant responsibilities

## As a council tenant, you are responsible for the following repairs:

All internal decoration, including wall tiles

All paving and hard standing not under **Landlord Responsibilities**, page 3

Attempting to clear plumbing blockages in the first instance

Blocked waste-traps caused by neglect

Cleaning of communal stairs and passageways as per local arrangements

Doorbells that were not installed by us

Fitting additional locks

Maintaining fittings or fixtures that you have installed with our consent (except those where the Council takes on maintenance responsibility after one year – please see our Landlords Consent booklet)

Maintenance of fences, gates, driveways, all paving and hard standing not included in Landlord Responsibilities on page 3 and any garden structure including patio, decking or chips that you have installed with our permission or taken responsibility for at the start of your tenancy

Regular testing of smoke and carbon monoxide detectors and replacing their batteries where required

Repairing minor cracks and holes in walls and ceilings that can be reasonably filled before decoration

Replacing or repairing small fixtures and fittings such as coat hooks, stoppers and chains for sinks

Resetting tripped switches, replacing fuses, fluorescent tubes and light bulbs unless it is communal stair lighting

Television aerials, satellite dishes, internet communication equipment and reception equipment where not installed by the Council

Uplifting and re-laying of floor coverings, including laminate floors, for access where required by our tradesperson/s

Uplifting broken glass (unless caused by vandalism, which has been reported to the local police)

Connection of gas hobs/ovens

If you are classed as a vulnerable tenant (see page 6) and you cannot carry out minor repairs that you are responsible for and do not live with an able-bodied person, we may carry out these repairs. You should highlight this when calling the council's Contact Centre on 01620 827827 about your repair request.

## **As well as your repair responsibilities, as a tenant you are also responsible for:**

- Allowing us access to your home to carry out safety checks required by law
- Clearing minor pest infestations e.g. ants, silverfish, cat fleas
- Ensuring that the condition of your house in respect of hygiene, serious repair issues and health & safety are maintained
- Getting written consent from us before altering your home (see page 15 – Alterations and improvements – Landlord’s Consent)
- Maintaining your garden
- Repairing any damage that you, your family or any visitors have caused, other than through fair wear and tear (see Repairs required as a result of negligence on page 7)
- Reporting any gas leaks immediately to the National Gas Emergency Service (0800 111 999) and then to us
- Reporting criminal damage or vandalism to the police and getting an incident number
- Reporting repairs to allow us, as landlord, to ensure that property standards are maintained
- It is imperative that you keep your home well ventilated, as condensation comes from a lot of places, some of which include:
  - Drying clothes on radiators
  - Cooking
  - Lack of adequate ventilation
  - Not using heating properly
  - Showers and baths
- Taking safe action to prevent further damage once a fault has been identified

# Providing access to your home

Repairs will only be carried out where a responsible adult is present to allow us access. If no responsible adult is present we will reschedule one further appointment.

If there is no responsible adult to allow entry a second time, we will cancel the repair request, unless doing so would result in a health and safety risk.

If a repair represents a health and safety risk and there is no one at the property during the appointment, we may have no option but to force access to the property. See Compulsory Access Procedure on page 7.

You should ensure that the area around the repair is clear before the tradesperson arrives. This may also mean lifting carpets or other flooring, clearing work surfaces, emptying cupboards and taking down curtains or moving furniture away from the area. You are also responsible for re-laying or replacing such items when the work is complete. If you are a vulnerable tenant then you may be offered assistance with this.

For health and safety reasons, you should make sure that pets and children are kept away from the area while work is in progress.

The tradesperson might decide that the water, gas or electricity supply to the property has to be disconnected to allow the work to be carried out. We will advise you of this as early as possible.

## Vulnerable tenants

If you are a vulnerable tenant, we may try to schedule repairs faster than normal. We will only arrange this if the reported fault has a negative effect on your condition. We may also offer extra assistance, such as accompanied visits or arranging an interpreter, or other special arrangements that will meet your needs and be appropriate for the repair.

Vulnerable tenants can include:

- Disabled people who use a wheelchair or walking frame
- Tenants with an advanced terminal illness
- Tenants who use medical equipment such as ventilators or kidney dialysis machines
- Tenants with mental health problems or learning difficulties
- Tenants whose first language is not English

# Compulsory Access Procedure

In accordance with the law, we have a Compulsory Access Procedure for situations where we need to carry out urgent work in a property. We will hand deliver an appointment letter to your home at least 24 hours before access is needed. If you are not at home on the time and date specified in this letter, we will enter the property. This will be by way of forced access.

In these cases, we will charge an administration fee to cover our expenses and the associated costs e.g. lock change. You have the right to appeal this recharge using a Feedback form, which is available from all council offices.

## Accidental damage

Any accidental damage caused by repair work carried out in your home may be covered by your home insurance policy. If you feel that the damage was caused by our staff being negligent, you can apply for compensation to recover your losses by submitting a claim to our Risk Management Team.

## Repairs required as a result of neglect or recklessness

If a repair is required due to neglect or recklessness on your part, the costs of all work and call-out costs will be recharged to you in full.

### Repair categories

How we deal with repairs and the priority given depends on the category.

The three main categories of responsive repair are:

- **Emergency repairs**
- **Non-emergency – Priority**
- **Non-emergency – Routine**

Plus two additional categories:

- **Planned Cyclical Maintenance**
- **Mutual Repairs & Shared Costs**

# Emergency repairs

**When you phone us to report an emergency repair, a member of our Contact Centre will give you advice to help you eliminate or reduce any risk of danger.**

Some emergency repairs are available to all tenants 24 hours a day, every day of the year. We seek to respond to these within 4 hours of reporting wherever possible.

Emergency Repairs will be done outwith working hours when the fault:

- **Presents a serious risk of injury or death to you, your household or the public at large**
- **Presents a serious risk to the structure of the property if not resolved immediately**
- **Has resulted in the property being immediately insecure**
- **Involves a vulnerable tenant, where not resolving the fault immediately could place the tenant's health or security at risk**

In these instances, our priority will be to make the situation safe or carry out a temporary repair. If further work is needed, we will arrange a follow-up visit to take place during normal working hours via the Contact Centre.



# Non-emergency repairs

All other responsive repairs are treated as non-emergencies. Depending on the nature of a fault, we may classify a repair as a priority and seek to resolve within 24 hours of reporting (including evenings, weekend and public holidays). Such repairs are those where the fault does not necessarily require immediate attendance, but could not reasonably be left for a prolonged period e.g. blocked kitchen sink, shower faulty etc.

All other non-emergency repairs will be classed as routine repairs and we will seek to resolve within 20 working days of reporting.

Category of repair	Appointable	Timescale	Appointment times
Emergency	No	4 hours	24 hours/365 days per year
Non-emergency Priority	No	24 hours	24 hours/365 days per year
Non-emergency Routine	Yes	20 days	Mon – Fri (not including public holidays)

## Non-emergency appointments

Wherever possible, internal non-emergency repairs will be carried out by appointment. When requesting an appointment, you should ensure that you arrange a time that you, or a responsible adult, expect to be at home. Appointments are available for the following times:

- **All day**                      **08:00 to 16:00**
- **AM**                              **08:00 to 12:30**
- **PM**                                **12:00 to 16:00**
- **Not school run**            **09:30 to 15:30**

Please inform us if you cannot keep the appointment date.

# Planned cyclical maintenance

## Annual Safety Checks

**As a landlord, we must check the gas connection and appliances in our tenancies each year to make sure that they are safe for you to use.**

We also make sure that appliances are connected properly, boilers and fires are operating correctly and that they are properly ventilated and are in good working order. The law and good practice dictates that we must do this once a year.

To carry out this work, engineers have to be able to access your home. Once this work is satisfactorily carried out, tenants will be provided with a copy of the landlord's gas certificate, called a **Landlord Gas Safety Record (LGSR)**.

We carry out operational checks on solid fuel, air source heat pumps and solar panels once a year.

We have appointed an external contractor to carry out gas and solid fuel safety checks. The external contractor will contact tenants directly to arrange these checks.

We carry out regular electric safety checks and our own staff will arrange for this work to be completed.

## Contact and arranging appointments

For all fuel types, tenants will be contacted on at least three occasions.

Tenants will receive a letter several weeks before the checks must take place with a suggested appointment. If you cannot make this date and time, you should contact to re-arrange your appointment. As with all repair work, a responsible adult must be present to allow access.

If there is no-one present to allow access, a drop card will be left. A second contact letter will be sent asking you to contact our external contractor to arrange access.

If you do not make alternative access arrangements with the contractor within the prescribed timescale, we will begin our Compulsory Access Procedure (see page 7).

# Types of repair

## Gas

**The following gas emergency situations should be reported to the National Gas Emergency Service on 0800 111 999:**

- Fires and explosions
- Gas leaks / escapes
- No gas supply
- Smell of gas – switch off all gas appliances
- Carbon Monoxide detector activated
- Appliance burning with irregular flame, for example, a large yellow flame

**The following gas situations should be reported to the council:**

- Soot identified at gas appliance
- Fumes from appliances
- Deficiency of gas at appliance
- No heating or hot water (without any other means of heating)
- Appliance (including fire) which can't be switched off
- Central heating system overheating

## Electrical

- Total or significant partial loss of electrical power (e.g. lighting circuit, no sockets)
- Unsafe power of light socket / electrical fitting
- Mains wired smoke detector activated due to electrical fault
- Carbon Monoxide detector activated due to electrical fault
- Stair light not working (winter months only)

## Water and drainage

- Blocked or leaking drain, soil stacks or toilet pans
- Blocked sink, basin or bath
- Leaks or flooding from water or heating pipes
- Toilet not flushing and you are vulnerable or elderly (advice will be given for all other tenants)
- Loss of water supply reported or inspected
- Loss of washing facilities (e.g. shower), if you are vulnerable or have a medical need.

## Other

- Where you are locked out of your home
- Boarding-up windows or securing entry doors
- Loose slates or masonry likely to fall from height
- Roof leaks
- Delivery of temporary heating

## Mutual repairs and shared cost repairs

The way that we deal with these repairs is explained in a separate guide called *Your Guide to Mutual Repairs & Shared Costs*. You can pick up a copy from any of our Area Housing Offices (see back page).

# Inspections

For all repair types, we want to make sure that the appropriate tradesperson attends, with the correct materials. To do this it may be necessary to carry out a pre-inspection. Pre-inspections are carried out before the repair is done, in cases where:

- You are unable to fully explain the problem
- It is not clear who is responsible for the repair
- Measurements or other technical information is required prior to ordering the work
- We need to identify the source of the problem
- Specialist materials or equipment may be required

Where we have arranged appointments to carry out repairs and have been unable to gain access we will recharge you for costs and materials.

## Follow-up visits

Post-repair inspections will be carried out on a random sample of completed repairs to ensure that the work has been completed to a high standard.

We will also carry out follow-up visits where you tell us that:

- The repair work carried out has not rectified the problem
- The quality of workmanship was not acceptable
- There were any other failures in the delivery of our service

# Moving out whilst work takes place

## **In some cases, you may need to move out of your house to allow major repair work to be done.**

Examples include; dry rot work, structural repairs, chemical preservation treatment, or any other circumstances where we feel your safety could be compromised. In such situations alternative 'Decant Accommodation' will be arranged.

This is not normally required for planned improvement works such as heating replacement, kitchen and bathroom replacement and rewires.

For larger works it is likely that another council house will be used. We aim to provide accommodation of a similar size and type and as near the location of your home as possible.

In accordance with our decant procedure we will:

- Make sure that you are responsible for only paying rent for the property with the lowest rent charge for the duration of the arrangement
- Meet the removal costs both to and from the decant accommodation
- Supply cooking facilities and furnishings if required
- Store furniture and belongings if required
- Plumb in your washing machine if required
- Pay for the re-direction of your mail
- Pay for the transfer of television aerials where the council were the original providers
- Pay for your telephone connection costs if required
- Ensure that you are kept informed with regard to the progress of your repair

You will be required to meet any other costs that arise.

# Alterations and improvements

## **As a tenant you must seek written permission, known as Landlord's Consent, from us for the following:**

- Alterations, improvements or enlargements of the house, fittings or fixtures
- Adding new fittings or fixtures; both internally and externally
- Putting up a garage, vehicle runway, shed, pigeon loft, greenhouse, fence, wall, dog run, garden decking, chicken coop or any other external structure. This list is not exhaustive
- Decorating the outside of the house
- Laying any other form of flooring other than a carpet or vinyl

You can do this via email at **[permissions@eastlothian.gov.uk](mailto:permissions@eastlothian.gov.uk)**. We will not refuse Landlord's Consent unreasonably, but we might place conditions on our consent including conditions regarding the standard of work.

Once the work is completed, certain appliances or fixtures may become our property, for example showers and extractor fans. We will confirm this when we give written consent for the work. We will not cover maintenance of any appliance or fixture for the first twelve months. This will also be confirmed when we give consent.

If you make an alteration or improvement without Landlord's Consent, you may have to return the property to its original order. In some cases, we may give retrospective consent depending on the circumstances of the case.

## **Compensation for improvements**

If you have made alterations or improvements with our permission, you may be entitled to compensation at the end of your tenancy. We will remind you of this and the conditions for making a claim at the end of your tenancy.

Compensation is only available if receipts are provided for the works.

# Right to Repair Scheme

The Right to Repair Scheme gives council tenants the right to have small emergency or urgent repairs done quickly. We are responsible for making sure that such work is completed on time. You can claim compensation if we fail to meet these standards.

**To qualify for the Right to Repair Scheme, the repair must meet the criteria set out in this section.**

## **How we measure the timescale of a repair**

The timescales for repairs are calculated from the first working day after it is reported until the date it is completed. If the repair requires a pre-inspection (page 13), the timescale runs from the next working day until work is completed.

If you re-report a repair, the process and timescales will start again. Compensation will only apply once the process has re-started for the same repair.

## **Contractors**

If we fail to complete a qualifying repair, you are entitled to get the repair carried out by one of our approved external contractors. We will provide a list of these on request.

For details of the current council Right to Repair contractor visit [www.eastlothian.gov.uk/righttorepair](http://www.eastlothian.gov.uk/righttorepair)



## Qualifying repairs and timescales

The Right to Repair scheme is limited to the following qualifying repairs:

### 1 day to complete

- Blocked flue to open fire or boiler
- Blocked or leaking foul drains, soil stacks, or toilet pans (where there is no other toilet in the house)
- Blocked sink, bath or basin
- Loss of electrical power
- Unsafe power or lighting socket or electrical fitting
- Unsecured external window, door or lock
- Leaks or flooding from water or heating pipes, tanks or cisterns
- Loss or partial loss of gas supply
- Loss or partial loss of space or water heating (where no alternative heating is available)
- Toilet not flushing (where there is no other toilet in the house)
- Loss of water supply

### 3 days to complete

- Partial loss of electrical power
- Partial loss of water supply
- Loose or detached banister or handrail
- Unsafe timber flooring or stair treads

### 7 days to complete

- Mechanical extractor fan not working (this applies only to an internal kitchen or bathroom without a window or other form of ventilation)

## Exceptions

There are some exceptions to the Right to Repair regulations. These are:

- If the qualifying repair will cost more than the current statutory limit. In such cases, the repair will be carried out under the normal timescale. If you would like to know what the current limit is, we can provide it to you on request
- If you do not provide access to the property for an inspection or for the tradesperson (see *Providing access to your home* on page 6)
- Repairs to common parts where shared costs are involved (see Mutual Repairs and Shared Costs on page 12)
- Where you are responsible for the repair, such as rechargeable work, or if you have not complied with your tenancy agreement
- Where we were not responsible for the repair e.g. a public utility company such as gas or electrical providers or water company
- Where there were exceptional circumstances such as a storm, natural disaster or other extreme weather conditions
- Where a specialist part or material is required, or where the terms of a guarantee would be infringed

## Compensation

You will be entitled to compensation if we do not complete a qualifying repair within the agreed timescales and have no valid reason for this.

The level of compensation is covered by the Right to Repair legislation, which we can provide you with on request.

If you instruct one of our approved external contractors to carry out the repair, you will be entitled to an additional payment up to a set maximum.

Compensation will not be paid if the external contractor is not on our approved list. Using a contractor who is not approved could also mean that you have to meet the full cost of the work, as well as any work needed to rectify the repair.

# Service standards

When you report a repair to us:

- We will be polite and helpful on the phone and in your home
- We will take details of your repair request, give you a job number and agree with you an appointment date on which the work will be done or inspected
- We will offer you a convenient appointment time for day-to-day repairs
- We will make every effort to keep all appointments. If there is any delay, we will let you know in advance
- There may be occasions when an inspector has to call in the first instance. Where this happens you will be given a choice of dates to allow this appointment to take place before we begin any work

# Code of conduct for tradespersons

Our tradespersons and external contractors will:

- Be tidily dressed and wear any designated uniform
- Introduce themselves to you and show you proof of identity
- Explain the nature and purpose of the job
- Be polite and courteous
- Respond to your complaints
- Treat your details in confidence
- Behave properly and professionally at all times
- Not smoke, work under the influence of alcohol, use bad language, play music or use your facilities without permission
- Minimise disruption and mess to your home
- Take care of your property and possessions and protect these from dust, paint etc.
- Keep your home secure at all times
- Keep safe all materials and equipment used on site to avoid danger to you and visitors
- Reconnect and test services such as water, gas and electricity at the end of each working day
- Clear any rubbish from inside of tenanted properties at the end of each working day
- Remove any rubbish from the garden of void houses and other areas outside the property
- Comply with health and safety legislation and relevant codes of practice
- Treat you fairly and without discrimination, in accordance with duties set out in the Equality Act 2010 and in our Equality Plan 2017 – 21.

# Customer satisfaction and complaints

We want to make sure that we deliver a high quality service every time a repair is reported. However, mistakes do happen and we are equally committed to resolving complaints and problems when we receive them.

As well as our this, we also have a Code of Conduct for tradespersons they are required to follow, and Service Standards which you can expect when you report a repair.

We also conduct customer satisfaction surveys for all non-emergency repairs, which are distributed by an independent company. The results of the surveys are used to monitor our performance and to review our service.

Our Feedback Policy helps us listen to and respond to the views of people using our services. We provide all tenants with a copy of our complaints procedure at the start of their tenancy.

## How to make a complaint

In the first instance, you should phone East Lothian Council's Contact Centre on **01620 827827** for an update.

You can make a comment, complaint, compliment, or a suggestion about our service at any time online at [www.eastlothian.gov.uk](http://www.eastlothian.gov.uk) or by completing a feedback form which is available from any council office, or by telephoning our Customer Services Team. You should receive an acknowledgement within 5 working days and a full response within 20 days, where possible.

Where you are not happy with our departmental response, you can appeal directly to our Chief Executive, who will review the way the complaint has been dealt with.

### **Further rights of appeal**

After completing the feedback process you still feel that we have treated you unfairly, you can contact the Scottish Public Services Ombudsman who may investigate the case. Their contact details are noted on the Feedback form.



For more information please contact your Local Housing Office  
via East Lothian Council 's Contact Centre main switchboard:  
**01620 827827**

Reporting a repair: 01875 824 311

Emergencies (out of hours): 01875 612818

National Gas Emergency Service: 0800 111 999

#### MUSSELBURGH

The Brunton, Ladywell Way

**[musselburgharea@eastlothian.gov.uk](mailto:musselburgharea@eastlothian.gov.uk)**

#### HADDINGTON

John Muir House, Brewery Park

**[haddeast@eastlothian.gov.uk](mailto:haddeast@eastlothian.gov.uk)**

#### PRESTONPANS

Aldhammer House, High Street

**[prestonpansarea@eastlothian.gov.uk](mailto:prestonpansarea@eastlothian.gov.uk)**

#### NORTH BERWICK

Library & Customer Services, School Road

**[housingnorthberwick@eastlothian.gov.uk](mailto:housingnorthberwick@eastlothian.gov.uk)**

#### TRANENT

George Jonhstone Centre,

Sanderson's Wynd

**[tranentarea@eastlothian.gov.uk](mailto:tranentarea@eastlothian.gov.uk)**

#### DUNBAR

Bleachingfield Centre

Countess Crescent

**[housingdunbar@eastlothian.gov.uk](mailto:housingdunbar@eastlothian.gov.uk)**



Versions of this leaflet can be supplied in Braille, large print, audiotape or in your own language. Please phone Customer Services if you require assistance on 01620 827199

To make a comment, suggestion or complaint about a council service, download a feedback form online at [www.eastlothian.gov.uk](http://www.eastlothian.gov.uk) or pick one up at your local office.

### **Get in touch**

Our Trades Supervisor is available during office hours (Monday to Friday, 9am to 5pm) to answer any questions and resolve any problems that you may have.

Call 01620 827827

East Lothian Council  
Property Maintenance  
Penston House  
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