

Policy Name	Repairs & Maintenance Policy
Policy Category	Asset Management
Policy Number	AM004
Officer Responsible	Director of Asset Management
Application	Lochaber Housing Association and LHA Property Services
Equality Impact Assessment Complete	Yes
Scottish Housing Regulator Standards	2.1
Date to Board of Management	June 2024
Next Review Date	June 2029

1.0 Aims and Objectives

1.1 The central aim of Lochaber Housing Association's Repairs and Maintenance Policy is to carry out an efficient programme of maintenance in order to prolong the useful life of its properties, and to provide a comfortable living environment for its tenants.

1.2 We aim to fulfil our repairs and maintenance obligations to tenants and factored owners by providing an efficient and effective Repairs and Maintenance service as detailed within this Policy

1.3 In implementing this policy our objectives will be as follows:

- To comply with all current legal responsibilities and codes of good practice;
- To provide a prompt, efficient and effective repairs service which gets repairs completed right, on time, first time, including an out of hours emergency service, for all of our tenants;
- To achieve high standards of customer care and satisfaction by monitoring our performance regularly and enabling tenants to comment on every repair that we undertake;
- To maintain a comprehensive and systematic programme of cyclical, planned maintenance, major repairs and property improvements;
- To provide meaningful performance information which meets the requirements of both internal and external scrutiny ;
- To use information from Stock Condition Survey to efficiently and effectively plan cyclical and major works programmes;
- To provide opportunities for tenants to be involved in the decision-making process for planned and cyclical maintenance in accordance with our tenant participation strategy;
- To ensure that all tenants are given clear information on their responsibilities for repairs and maintenance as tenants, and ours as landlord;
- To insure all the Association's assets, and protect ourselves from third party claims.
- To ensure that, wherever possible, all our properties meet the Scottish Housing Quality Standard and the Energy Efficiency upgrade standards as set by Scottish Government.

2.0 Legal Framework

2.1 Lochaber Housing Association will meet its responsibilities to carry out repairs as determined by the following:

- The Housing (Scotland) Act 2006
- The Housing (Scotland) Act 2001
- The Housing (Scotland) Act 1987 as amended
- Good practice guidelines from the Scottish Federation of Housing Associations (SFHA)
- Contractual obligations set out in LHA's Scottish Secure Tenancy Agreements and Short Scottish Secure Tenancy Agreements
- Property Factors Act (Scotland) 2011

2.2 The Association will ensure that all repairs and maintenance work is carried out to the appropriate standard, within set timescales in accordance with all health and safety requirements and in accordance with the Association's obligations for property which is owned jointly by LHA and other(s).

2.3 All properties owned by the Association will be maintained in a condition which is fit for human habitation, to the tolerable standard (as defined in the Housing (Scotland) Act 1987 as amended) and in accordance with standards set by the regulatory framework. However, tenants also have an obligation to occupy the Association's properties in a reasonable manner and not to cause or allow damage to be caused, to the property.

2.4 In applying this policy the Association will at all times comply with the provisions regarding the regulation of Registered Social Landlords set out in Schedule 7 of the Housing (Scotland) Act 2001, No relevant person or relevant business will receive any payment or benefit except as permitted by the Act or approved by Scottish Ministers acting through Communities Scotland. "Relevant person" includes members of staff and members of the Association's Board.

2.5 The Association will review all new legislation and guidance to ensure compliance with relevant and acceptable standards and statutory obligations.

3.0 Responsibilities of landlord and tenant

3.1 We will ensure that our responsibilities for the repair and maintenance of our properties are clearly detailed in our Scottish Secure Tenancy Agreements, Short Scottish Secure Tenancy Agreements and on our website. We will also publicise it from time to time in our briefing notes and by other means available to us. ie. website, social media.

3.2 We will also ensure that the responsibilities of our tenants for specific repairs and the maintenance of their property are clearly explained in our Scottish Secure Tenancy Agreement, Short Scottish Secure Tenancy Agreements and the Tenants' Handbook, and Repairs Handbook, and that tenants are reminded of their responsibilities from time to time through our newsletter.

3.3 A brief guide to our responsibilities and those of our tenants is appended to this policy (Appendix 1).

4.0 Shared Ownership

4.1 As stated in the occupancy agreement, sharing owners are responsible for the cost of all repairs, no matter what the size of their share in the property.

4.2 Sharing owners are expected to organise their own repairs and maintenance to their property, and to keep it in good condition. The Association will, where necessary organise communal repairs, and sharing owners will be recharged for these in arrears through the means of an additional charge to their occupancy charge. We will carry out work only to the items originally specified in any schedule of communal repairs (unless there is written

agreement to extend the work). The total communal repairs charge for which they are liable for the previous year will be divided by twelve and then added each month to their occupancy charge. Should any communal repair be over an agreed limit), the Association will consult with all sharing owners before carrying out the repair. However, the Association has a duty, as factor, to ensure a repair necessary to safeguard health and safety is carried out timeously, even if some sharing owners dissent.

4.3 The Association will also maintain any communal grounds, and recharge sharing owners accordingly in arrears for the previous year. This charge will be billed monthly as an additional charge to the occupancy charge as detailed above.

5.0 Factoring

5.1 Lochaber Housing Association is registered under the Property Factors Act, registration number PF000340.

5.2 The Association provides a factoring service to properties formerly within the ownership of Scottish Homes purchased under the Right to Buy legislation, within the area LHA manages.

5.2 The Association also provides a factoring service to properties which were formerly in shared ownership but which have been bought outright by private owners. This factoring obligation ceases in blocks of flats when the Association no longer has an interest in the block as a whole – i.e. where all flats have been bought outright.

5.3 The Association also provide a factoring service which have been purchased under the Low-cost Initiative for First Time Buyers (LIFT).

5.4 Where a communal repair is reported to the Association, we will carry out the repair and recharge the appropriate private owners. We will carry out work only to the items originally specified in any schedule of communal repairs (unless there is written agreement to extend the work). We will invoice them in arrears on an annual basis. Should any communal repair be over the agreed limit of £200 per property (including VAT), the Association will consult with all private owners before carrying out the repair. However, LHA has a duty, as factor, to ensure a repair necessary to safeguard health and safety is carried out timeously, even if some private owners dissent.

6.0 Recharges

6.1 The cost of some repairs will be charged to the tenant and these are called 'rechargeable repairs'. If a repair is identified as being rechargeable, the tenant can arrange for the work to be done, only with the Association's approval, and within any guidelines set out by the Association. Otherwise the Association will instruct a contractor to carry out the work and the tenant will be charged for the work, including an administrative fee of 10% of the total cost of the work including VAT.

6.2 Rechargeable repairs can occur when:

- Repairs are carried out which are the tenant's responsibility
- There has been damage to, or wilful neglect of, the property caused by the tenant, someone residing with the tenant, or their visitor
- Alterations have been carried out that did not receive prior written approval from the Association
- The emergency out of hours service is misused by tenants for matters that are not emergencies.

- Damage has been caused to the bathroom where tenant has fitted an electric shower
- 6.3 If the property has been vandalised by a third party (not a member of the tenant's family or a visitor that the tenant has invited into their home) and it can be shown that the damage was reported to the police as soon as it was discovered, the repair will be carried out by the Association.
- 6.4 Tenants will be required to sign a repayment agreement for rechargeable repairs before the repair is authorised wherever possible. When this is not possible, and the fact that a repair is a rechargeable repair is only verified once the repair has been carried out, the tenant will be required to sign an agreement at that point.
- 6.5 Tenants will be given the option of repaying rechargeable repair costs in affordable instalments. However, where a tenant is not making any payments, the Association will pursue the debt through legal action where necessary.
- 7.0 Insurance
- 7.1 Lochaber Housing Association insures the structure and fabric of all buildings in its ownership. Any responsibility to purchase further insurance for their property's contents rests with the tenant, not with the Association. In their tenancy agreement, tenants are strongly recommended to take out such insurance.
- 7.2 Where a defect or emergency has caused damage to the Association's buildings, we will seek to recover our costs through making an insurance claim wherever appropriate.
- 7.3 Where a defect or emergency has caused damage to a tenant's personal items, i.e., furniture, floorcoverings etc the Association will not be responsible for the replacement of any items and the tenant should claim for these under their house contents insurance.
- 7.4. Items should not be stored in the loft area. If items within a loft area are damaged the Association are not responsible for these items and the tenant should claim under their house contents insurance.
- 8.0 Repair categories
- 8.1 When a report of a repair is received a member of the maintenance team assigns it a category, according to its nature and urgency. Repairs are accordingly categorised as follows:
- **24 hours:** emergencies are repairs that pose a danger to the health and safety of the occupant or serious damage to the property. For example, loss of heating or loss of water.
 - **72 hours:** a repair which requires to be completed quickly but where there is no immediate danger. For example, when a toilet is not working, but there is another functioning toilet in the property.
 - **7 days:** a routine repair. For example, leaking gutters or a faulty light switch.
 - **20 days:** a repair that causes minor inconvenience and has little effect on the property if a repair is not undertaken in the short term. For example plastering, or external joinery.
 - **90 days:** where components need to be ordered or manufactured. For example, replacement glass for double-glazing units, or a replacement door.
- 8.2 A full list of repair categories is appended to this policy (Appendix 2).

9.0 Emergency Out of Hours Repairs

9.1 The Association provides an emergency out of hours repairs service to deal with emergencies that arise outwith office hours. Tenants are advised of the telephone contact number for emergency repairs by means of notices in the Association's offices (clearly visible when the office is closed), a message on the Association's telephone answering machine, and on the Association's website.

10.0 Right to Repair

10.1 Notwithstanding 8.0 above, the Association will also carry out its statutory obligations as regards qualifying repairs defined in the Right to Repair scheme of the Housing (Scotland) Act 2001.

10.2 Tenants are advised when they report a repair if it is a qualifying repair under this scheme, and of the provisions of Right to Repair, including the option of instructing another contractor, and of the right to compensation if the Association does not complete the repair within the prescribed timescale. Full details of the Right to Repair scheme are given in the Repairs Handbook, and in leaflets available at the Association's offices.

11.0 Reporting Repairs

11.1 Tenants are required under the terms of their tenancy agreements to immediately report damage, faults, or disrepair to the Association. Where a tenant has deliberately or negligently failed to report a repair, resulting in further damage and/or cost to the Association, the Association will recharge that tenant for the cost.

11.2 Tenants may report repairs by telephone, through the My Home Portal, by letter, email or through the Association's website. Requests for repairs will be directed to trained staff who have resources to instruct works or arrange an inspection prior to instructing work. Staff will request the tenant to describe the defect in the property, and will request them to use the diagrams in the Repairs Handbook, available online, to accurately describe the repair wherever possible.

11.3 When advised of a repair and when it has been categorised it will be entered into the Association's Work Scheduling Programme and the tenant will be offered a morning or afternoon appointment.

11.4 Tenants are advised in detail of how to report a repair by their Housing Officer when they are signed up to the tenancy. The repairs reporting procedure is also detailed in the Repairs Handbook available online.

11.5 If a tenant reports a repair to a Housing Officer who is visiting them, the Housing Officer will immediately contact the Maintenance department in order to report the repair to an Administrative Officer.

11.6 All reported repairs are categorised and logged on to the Association's housing management software system.

12.0 Access

12.1 Tenants are required under the terms of their tenancy agreement to allow the Association access into their home to inspect, carry out repairs, or do other works that are necessary to their property or adjoining properties. Where it is deemed necessary in the case of an emergency or for Health & Safety reasons the Association retains the right to force entry.

- 12.2 When a tenant reports a repair they will be given an appointment for the work to be carried out. Where a maintenance operative calls to carry out a repair and cannot gain access the repair order will be cancelled and the Association may recharge the cost of the visit to the tenant.
- 13.0 New Build Properties
- 13.1 During construction, a clerk of works will be on site regularly to monitor progress and the standard of workmanship. Immediately prior to handover, the clerk of works will undertake a comprehensive inspection to ensure that work has been completed to the required standard. This aims to ensure that the new tenant moves into a house in perfect condition. In exceptional cases, some work, such as landscaping, may be carried out after handover. The tenant will be advised of this.
- 13.2 During the defects liability period (normally one year after completion), the original contractor is liable for rectifying defective work at no extra cost to the Association. Tenants should report day-to-day repairs to the maintenance department during this period.
- 13.3 The defects liability period is defined in the Repairs Handbook, and tenants will be advised when they are signed-up to the tenancy of the arrangements for reporting repairs.
- 13.4 Traditional building contracts do not allow for our preferred response times, but the contractor will undertake emergency and urgent work immediately. However, every effort will be made by the maintenance department to ensure that other repairs during this period are attended to timeously.
- 13.5 At the end of the defects liability period the clerk of works again inspects each property and passes a list of work to the contractor. A further inspection is carried out on completion of the work. The Development Agent will only sign off the property as completed when he/she is satisfied that all work has been completed. When the property is signed off, the Development Agent will inform all Asset Management and Housing Management staff by email that the property has been signed off, and is now the responsibility of the Asset Management department.
- 13.6 'Latent Defects' are serious faults which are discovered after the expiry of this defects liability period. Under certain circumstances it is possible to lodge a claim against the original contractor, or one of the consultant firms involved in the design, for the cost of remedying the defect. Where appropriate, the Association will pursue this course of action for latent defects to minimise its costs.
- 13.7 A full maintenance record will be kept by the maintenance department for the defects liability period, so that progress with repairs can be monitored and repeat problems identified. This will allow more serious defects to be identified and pursued with the contractor at an early stage.
- 13.8 The most effective way to reduce maintenance in buildings is to consider maintenance issues carefully at design stage. At the design stage of every scheme and property, the Director of Asset Management will consider the components used in the scheme and establish estimated lifespans and maintenance costs. A choice can then be made between components based on the lifecycle costing of the components. The central aim will always be to balance value for money in developing the scheme with long-term cost-effectiveness and to provide a comfortable living environment for tenants.
- 13.9 During construction, close supervision of the work ensures that buildings are built to a high standard and components are fitted as agreed.

13.10 The standard and quality of design features – particularly external design features will be subject to regular consultation with tenants via satisfaction surveys carried out on completed developments and agreed forums for resident representation. These opinions will be taken into account in the quest for continuous improvement.

14.0 Cyclical Maintenance

14.1 The Association prepare an investment programme of Cyclical Maintenance covering all of its stock, to reduce the wear and tear of building components or finishes and servicing.

14.2 Cyclical work includes the following:

- Servicing of gas appliances owned by LHA; heating system; smoke detectors
- Periodic electrical tests
- Communal stairwell light tests
- Communal fire alarm tests
- Cleaning gutters; and
- External paintwork, including pre-paint repairs.

14.3 The frequency of repairs will be assessed and the condition of properties monitored to identify whether further cyclical maintenance items should be developed.

14.5 Tenants will be encouraged to contribute in the development of programmes and to provide feedback on the performance, the materials used and the effectiveness of our policies and procedures. Tenants will be consulted as required by the Housing (Scotland) Act 2001, and as outlined in our Tenant Participation Strategy.

14.6 The involvement of tenants will be achieved through the following as appropriate:

- Your Voice
- Public meetings
- A review of tenant complaints
- Questionnaires
- Feedback from completed monitoring forms

14.7 Servicing

- The Association will annually service boilers in all its properties, and any gas appliances which it has installed. However, it is the responsibility of the tenant to arrange for their own gas or LPG appliances to be serviced annually, and the Association will require certificates to show that this has been completed.
- Where a property has a chimney, tenants are responsible for the cleaning and inspection of the chimney annually. This should be carried out by a member of a registered chimney sweep association and a certificate supplied to the Association.
- Periodic electrical tests are carried out every five years and the tenant has an obligation to give access to have these tests carried out.

15.0 Planned Maintenance

15.1 The Association prepares an investment programme of planned maintenance covering all of its stock. The need for additional unforeseen major repairs will be identified as a result of significant damage to a property or properties, or following routine inspections as part of the cyclical painting or planned maintenance programmes.

15.2 The following will be used to maximise the useful life of the stock and achieve value for money:

- Decisions will be made on updated stock condition surveys
- Long term savings where possible will be assessed from specifying higher quality materials or improvements to the design of properties
- Association staff and tenants will be encouraged to express their views to draw on a wide range of experience and viewpoints.

15.3 We will consult with all owners who are likely to be affected by any substantial work we plan to our tenanted properties. Where appropriate, owners will be offered the opportunity to be included in the contract for major work at their own expense.

15.4 Where major repairs are being carried out at a tenant's property, i.e. fitting new kitchen, tenants are required to remove all personal items and appliances prior to work commencing. The Association will not take responsibility for these if they are required to remove them. If required flooring should be lifted prior to any works being carried out and if damage occurs the Association will not take responsibility.

15.5 Where floor covering has been fitted by the Association during a renovation of a kitchen or bathroom, the tenant takes over responsibility for the maintenance and replacement of such flooring.

15.6 When a kitchen or bathroom are due to be replaced, where possible, the tenants will be given a choice of kitchen doors and worktops and wet wall for the bathroom.

15.7 Major repairs will not be carried out on a property if a tenant is in significant rent arrears or has rechargeable repairs outstanding and a payment plan has not been adhered to for at least three months.

15.8 Major repairs will not be carried out if a property is substantially damaged by a tenant. If the property has been repaired to the Association's satisfaction, major repairs will then be considered.

15.9 Tenants will be encouraged to contribute in the development of programmes and to provide feedback on the performance, the materials used and the effectiveness of our policies and procedures. Tenants will be consulted as required by the Housing (Scotland) Act 2001, and as outlined in our Tenant Participation Strategy.

15.20 The involvement of tenants will be achieved through the following as appropriate:

- Your Voice
- Public meetings
- A review of tenant complaints
- Questionnaires
- Feedback from completed monitoring forms

16.0 Contractor Register

16.1 It is the Association's policy to procure all reactive, planned and cyclical maintenance through Lochaber Housing Association Property Services, where possible. However the Association will maintain a Contractor Register for specialist repairs and maintenance work. This Contractor Register will be subject to annual review. Additions to, or removal from, the register will be entirely at the discretion of the Board of Management. All contractors are expected to adhere to the Association's Code of Conduct for Contractors.

17.0 Authority and Control

17.1 The Association’s Management Board approves the overall budget for repairs, maintenance and improvements as part of the annual budget-setting process.

17.2 The repairs and maintenance service is funded from the following sources:

- The reactive repairs budget, which is financed from our annual rental income;
- Our reserves, which are the accumulation of sums set aside from rental income in previous years to fund the annual programmes of cyclical painting, planned maintenance and property improvements, plus any unexpected major repairs;
- Contributions from the income we receive from sharing and private owners for communal repairs, for which the Association has some responsibility: i.e. where it owns some of the communal areas;
- Payments received from our insurers as a result of claims we have submitted on insurable items which have been damaged.

17.3 The Association’s annual budget and quarterly management accounts contain provision for repairs under ‘estate costs’. This budget includes separate divisions for the following:

- Voids;
- Property insurance;
- Landscaping;
- Reactive repairs;
- Cyclical repairs; ;
- Planned maintenance;
- Legal costs (including rechargeables)

17.4 Each budget has separate sub-divisions where appropriate, in order to allow the Association to closely monitor and control expenditure in its repairs and maintenance budget.

18.0 Financial Authority

18.1 Financial authority for authorising repairs is as follows

Officer	Authorisation limit up to
Maintenance Administrator	£1,000
Asset Management Officer	£1,000 - £6,000
Director of Asset Management	£6,000-£10,000
Chief Executive	£10,000-£15,000

18.2 Contracts worth over £5,000 will go out to tender according to the Association’s tendering policy.

19.0 Performance Management

19.1 In order to monitor its repairs and maintenance service, and to ensure that repairs are carried out within the timescale and to the high quality expected by the Association, the following measures are in place:

Pre-inspection

Pre-inspections will be carried out by the Maintenance Supervisor or Asset Management Officer where the tenant is unable to fully explain the problem, where the level of repairs reported by a tenant creates concern, where a similar repair has recently been carried out, where the Association knows or reasonably suspects that the tenant caused the damage, or where it could lead to an insurance claim by the Association.

Post-inspection

The Maintenance Supervisor will inspect at least 10% of repairs after completion. This sample will be selected at random across the entire spectrum of trades and areas. Completed repairs where a tenant has expressed dissatisfaction will also be inspected.

Post-inspections will be carried out to ensure that the defect was repaired in accordance with the Association's instructions, that the value of the work claimed is accurate, that the work was completed to the Association's standard, and that the tenant is satisfied with the repair and the operative's conduct.

Satisfaction

The Omniledger system automatically generates a repairs order. A letter is sent to the tenant with the details of the repair order, together with a satisfaction questionnaire. Tenants are encouraged to return the questionnaire to the Association as this provides vital information to ensure a high quality repairs service is being delivered.

Monitoring

Information gathered through the follow-up phone calls, and the responses received from tenants will be monitored and the results reported on a quarterly basis to the Management Board, as will the performance on the post-inspection targets.

The target for checking repair completion times is 100%. Targets for repairs completed on time in each category are set annually by the Management Board. For Right to Repair jobs, the target will always be 100%.

19.2 Annual Return on Charter

The Association are required by the Scottish Housing Regulator to complete an Annual Return on Charter (ARC) on its performance annually. The Scottish Housing Charter sets out standards and outcomes that tenants can expect from social landlords and the Regulator monitors and publishes the results from the ARC.

20.0 Voids

20.1 It is extremely important that when a property becomes void, work carried out is consistent across the Association's stock, and minimum standards of accommodation are adhered to. This ensures that all tenants are let a property of an acceptable standard, and demonstrates to tenants the condition in which the property should be left when they move on.

20.2 Accordingly, the Association has defined the standard which it will ensure empty properties meet before they are re-let. This standard is detailed in Appendix 3.

20.3 In order to minimise void periods and costs, the Association has established a system of decoration voucher system – decoration vouchers will be issued to tenants at point of sign-up, where the property requires decoration. Where the property is in need of major decoration – i.e. where the Asset Management Officer considers that it requires a professional person to carry out the decoration and preparation work – the Association will arrange for this work to be done before the tenant is signed-up to the tenancy.

20.4 Decoration vouchers will be issued according to the size of the property.

20.5 The procedure for the issuing of decoration allowances is detailed in full at Appendix 4.

21.0 Alterations and Improvements

21.1 Tenants may carry out improvements to their home, including alteration or addition to it. They must however obtain the Association's written permission prior to commencing any work.

21.2 Permission must also be requested for the erection of:

- Fences
- Sheds and greenhouses
- Aviaries
- Garages
- External aerials
- Satellite dishes
- External taps
- Conservatories
- Installation of laminate/tiles flooring
- Electric showers

21.3 Due to the damage caused to external doors, permission will not be granted for cat flaps.

21.4 Where the Association grants permission for work to be carried out, it will be subject to the following requirements:

- The tenant must obtain building and planning permission where necessary;
- The tenant must follow any guidelines for the work given by the Association;
- The tenant is responsible for the cost and repair of any damage to the Association's property which may be caused by the installation/alteration, its presence or subsequent removal;
- The tenant will be responsible for the maintenance, repair and renewal of the improvement;
- The tenant must inform the Association when the work is completed so it can be inspected; **and**
- The improvement or alteration must be removed upon termination of the tenancy (in cases where this is a condition of permission).

21.5 The Housing (Scotland) Act 1987 gave discretionary powers and guidelines to landlords to compensate tenants for some improvements when their tenancy ends, and the Housing (Scotland) Act 2001 gave tenants the right to receive compensation for certain improvements they have carried out to their homes, on or after 30th September 2002, when the tenancy ends. The legislation establishes the qualifying improvements, the notional life of the improvement, the formula for calculating compensation, minimum and maximum amounts payable, timescales for processing claims and the various qualifications that apply. A request for compensation for an improvement will be dealt with by the Director of Asset Management in accordance with the Association's Compensation for Improvements procedure. (Appendix 5).

21.6 Tenants are provided with information regarding requesting permission for an improvement or alteration, and the compensation for improvements scheme in the Tenant's Handbook. Information regarding improvements and alterations is also given in the Association's newsletter from time to time.

22.0 Adaptations

- 22.1 We will respond positively, subject to budgetary restraints, to requests to undertake specialised medical adaptations for tenants with specific disabilities or housing needs.
- 22.2 Tenants must be referred by the NHS for an adaptation. They must have an Occupational Therapist's (OT's) assessment providing a detailed report and specification of the work required. This is to meet Scottish Government's requirements for funding aids and adaptations. Once this referral and report is received, the property will be inspected by the Maintenance Supervisor in order to instruct works to proceed.
- 22.3 On agreeing to proceed, the Association will write to the tenant confirming the work to be done and specifying timescales for its completion.
- 22.4 In exceptional circumstances, the Association may refuse to carry out an adaptation. This decision will be made by the Director of Asset Management. Each case will be considered on its merit but the following guidelines will apply:
- The location of the property makes it unsuitable for the long-term use of the tenant, e.g. installing a shower in a top floor flat when the tenant is unlikely to find the flat accessible in the long term.
 - Where suitable alternative accommodation can be made available.
 - Where the alteration is technically difficult to achieve without detriment to the property and other tenants.
 - Where funding is not available.
- 22.5 In such cases both the tenant and the OT will be advised on the Association's decision and the reasons for it.
- 22.6 All adaptations carried out will be recorded on the Association's database to ensure that any regular maintenance work is carried out.
- 22.7 Should the tenancy end, every effort will be made to ensure that the next tenant can make use of the adaptation rather than having it removed.

24.0 Complaints

- 24.1 All comments and complaints will be dealt with in accordance with the Association's Complaints Policy.

25.0 General Data Protection Regulations

The organisation will treat personal data in line with our obligations under the current data protection regulations and our own data protection policy. Information regarding how personal data will be used and the basis for processing personal data is provided in the LHA Group's privacy notices.

This policy can be made available in other formats, for example in large print, audio format or Braille, the document may also be available in other languages, in full or summary form, as appropriate.

26.0 Equality, Diversity and Inclusion

- 26.1 This policy reflects the Association's commitment to meeting our equality obligations in advancing equality, promoting good relations between protected characteristics, and eliminating discrimination in the way we provide our services

It also aims to reflect our commitment to considering the Equalities and Human Rights impacts of what we do as an RSL.

- 26.2 The Association assesses and reviews where appropriate new and revised policies and procedures, and an Impact Assessment is attached to support this policy.