

MAINTENANCE POLICY & PROCEDURES



**Policy Reviewed by
Management Committee on 22/8/17
Review Date August 2020**

1. INTRODUCTION

As a landlord, the Association has a statutory responsibility to ensure that our properties are maintained to a reasonable standard and to implement a maintenance policy which allows us to maintain our stock in good order and provide a reactive repairs service which is delivered within published response times.

The policy will comply with Regulatory and statutory responsibilities and will set out key principles and good practice relating to the provision of maintenance services by the Association.

The Association have certain legal obligations which can arise under statute, common law or contract and such legislation includes:

- The Housing (Scotland) Act 2001
- The Scottish Secure Tenants (Right to Repair) Regulations 2002
- The Procurement Reform Act 2014
- Public Contracts (Scotland) Regulations 2015
- Procurement (Scotland) Regulations 2016
- Scottish Housing Quality standard
- Energy Efficiency Standard for Social Housing
- The Equality Act 2010

The terms and conditions of our tenancy agreement also define legal requirements to which the Association and tenants must adhere to in addition to statute and common law requirements.

We also have a number of supplementary policies in place to complement the Maintenance Policy and these include:

- Right to Repair Policy
- Code of Conduct for Maintenance Contractors
- Relet Standards
- Contractors Insurance Policy
- Procurement Policy
- Adaptations Policy
- Gas Maintenance Policy and Procedures

2. AIMS AND OBJECTIVES

The key aims and objectives of the Association's Maintenance Policy and Procedures are as follows:

- To protect the asset value of the Association's housing stock through maximising the useful life of components.
- To provide an efficient, responsive and cost effective maintenance service that meets the needs, demands and aspirations of our customers.
- To provide safe and secure homes for the Association's tenants which meet or exceed our statutory responsibilities as a Registered Social Landlord.
- To make best use of the Association's resources
- To meet or exceed the standards defined in the Scottish Housing Quality Standard and the Energy Efficiency Standard for Social Housing
- To enable the Association to accurately plan and forecast future repair requirements and expenditure and to make adequate provision for this in our annual and 5 year budgets.
- To strive for continual improvement in our repairs service by monitoring and reporting on contractor performance and reviewing and evaluating key performance targets.

3. REACTIVE REPAIRS AND MAINTENANCE

Reactive or day to day repairs are defined as those repairs which are carried out on an ad hoc basis as the need arises and which cannot be deferred for inclusion in planned maintenance programmes.

In general terms, reactive maintenance repairs can be classified as Emergency, non-emergency. We have a separate policy in place for Right to Repair. The Association will set targets for responding to each category of repair and will monitor and report on our performance in this respect on a quarterly basis.

3.1 EMERGENCY REPAIRS

A repair should be classified as an emergency when it is dangerous to people or property and if not carried out quickly could become dangerous to human life or cause further damage to the property or adjoining property.

We will endeavour to complete emergency repairs within 4 hours. Examples of emergency repairs would include:

- Burst pipes causing serious flooding
- Dangerous electrics
- Insecure property
- Fire damage

The Association will provide an out of hours emergency repair service which will be provided by City Building (Glasgow) LLP from their base at the resource centre in Darnick Street. They provide a 24 hour a day, 365 days a year service and details on how to access the service are provided in: They also provide an emergency call out service under the gas central heating contract.

3.2 NON EMERGENCY REPAIRS

Non- emergency repairs are repairs which materially affect the comfort and convenience of tenants but are not immediately dangerous to people or will cause substantial damage to property. Non-emergency repairs should be carried out within 3 working days and examples of such repairs include:

- No hot water
- Cistern not flushing
- Faulty light switch/socket/pendant
- Running overflow

And any other repair not considered to be an emergency.

4. VOID REPAIRS

Repairing empty homes promptly and quickly is the key to minimising void repair periods. Turn around times can be shortened if certain repairs are done at date of entry or after the tenant moves in and this has to be balanced against inconvenience to the tenant and the ability to relet the property. The Association has specific relet standards which quantifies the standard we will strive to obtain when assessing void repair requirements. A copy of the standards are appended to the policy.

The following repairs should be carried out prior to date of entry:

- Void gas check
- Electric check
- Energy performance assessment
- Lock changes
- Clear out and valet service
- Internal decoration when required
- Repair/replacement of internal fittings

Void property repairs should be completed within 3 working days of being reported.

5. MONITORING REPAIR WORK

We will provide a quarterly reactive maintenance report to committee which provides information on:

- Repairs by contractor
- Repair categories
- Response times against targets
- Contractor performance
- Spend against budget is highlighted in the quarterly management accounts

An Annual Maintenance contractors report will be presented in May/June which provides information on:

- Contractor performance
- Repairs by contractor
- Cost and average repair cost by contractor
- Response time by contractor
- Comments on quality control
- Recommendations on retaining/removing contractors from our framework of contractors

In addition, we will also undertake to post inspect 10% of completed repairs to monitor the quality of workmanship. Sample of repairs to be post inspected will be selected by the Director and will be done on a pro rata basis in accordance with % of repairs given to each contractor on the list. Priority will also be given to common repair lines and works of a specialised nature where tenant may not be able to assess if work carried out in accordance with best working practices. Post inspections will be carried out quarterly.

Pre inspections will be carried out on an ad hoc basis and in particular where:

- Work is of a specialised nature.
- Where work requires measurements or materials to be specified.
- Where there is a possibility that work is required as a consequence of tenant neglect.

Pre and post inspection procedures are appended to the policy.

6. CUSTOMER SATISFACTION

We will issue customer comment cards to a random sample of tenants who report repairs. We will aim to issue 15 comment cards per month. Experience has show that we tend to receive a poor response to this method and to complement this approach. We will also carry out customer service satisfaction surveys as part of our annual programmed visits. Customer satisfaction with the repairs service is also reported in the Annual Return on the Charter.

The post inspection pro forma also allows tenants the opportunity to comment on the quality of maintenance work undertaken by contractor.

7. REPAIR REPORTING PROCEDURES

Repairs can be reported by calling into/telephoning the office or by email. When a repair is reported we will require to determine the following information:

- Is it the Housing Associations responsibility
- Is it the tenants responsibility
- What is the priority e.g. Emergency, non-emergency or Right to repair
- Is it a charge tenant repair

The tenant will be advised accordingly and if it is the Associations responsibility they will be told what priority the repair is and the timescale for the repair to be effected.

The Association will record all repairs on the SDM system.

The Property Services Administrator has delegated responsibility for authorising repairs up to the value of £1500.

Repairs between £1500 - £5000 will be authorised by the Director and a minimum of 2 quotations should be received.

Planned maintenance works from £10,000 - £49,500 will be subject to competitive tender with a minimum of 3 tenders received.

Tenders will be invited for Planned maintenance/planned renewals in excess of £50,000 with tenders being advertised on The Public Contracts Scotland website.

8. RECHARGEABLE REPAIRS

Where a repair is the responsibility of the Association but has arisen as a consequence of damage or neglect caused by the tenant or someone within the household then the tenant will be charged for the cost of that repair. Alternatively, the tenant may arrange to have the work undertaken by themselves or have it done by a qualified tradesman.

Where external doors are damaged as a result of the Police forcing entry after having secured a warrant to search the property for drugs or stolen goods then the tenant will be charged for the cost of repairs unless we are able to reclaim this from either our own or the Police insurance scheme.

Detailed procedures for rechargeable repairs are appended to the Policy document.

Committee will receive an annual rechargeable repair report which highlights charge tenant accounts to be written off and reason for write off (usually on the death of tenant or an abscond with no forwarding address). We will not write off charge tenant accounts in respect of current tenants.

9. CONTRACTOR SELECTION FOR REACTIVE REPAIR WORKS

The Procurement Reform (Scotland) Act 2014, requires all RSL's to develop a procurement strategy which sets out how regulated procurements will be carried out in respect of maintenance contracts in excess of £50,000 excluding VAT.

As the value of reactive maintenance service costs does not exceed £50,000 per annum for any of our reactive maintenance contractors, the Association will procure reactive maintenance services under a framework agreement as we are not required to comply with full public procurement provisions at this time. This will be subject to review if reactive maintenance costs for any individual contractor exceeds £50,000 + VAT.

Reactive maintenance costs will be benchmarked against costs incurred by other RSL's of a similar size in order to demonstrate value for money

Contractors being considered for inclusion to our framework are required to complete a maintenance contractor form which requires them to provide:

- Company information
- Hourly labour rates
- Declaration of interest under our code of governance policy
- Confirmation of mark up on materials
- Confirmation of emergency call out charges
- Copy of public liability insurance policy
- Copy of equal opportunity policy
- Copy of health and safety policy
- Certificates of membership of trades federations
- References from existing clients

All contractors on our reactive maintenance framework will be advised that contractor performance will be reviewed and reported to our Governing Body annually. They will also be made aware of our target response times for Emergency and non-emergency repairs. Contractors may be removed from the framework for unsatisfactory performance.

10. LANDLORD RESPONSIBILITIES

The Association is responsible for maintaining the structure and exterior of the property and ensuring that it is fit for human habitation.

This includes:

- The maintenance of all installations provided for space heating, water heating and sanitation and for the supply of water gas and electricity.
- Maintaining drains, gutters and external pipes (excluding blockages caused by tenant negligence)

- The external envelope (the roof, outside walls, windows and doors)
- internal structure (walls, floors, ceilings, staircases, doors and door frames) excluding decoration.
- Pathways, steps or other means of access/egress.
- Boundary walls and fences if damage significantly affects use of common parts of property or if it poses a danger to any user.
- Drying poles
- Communal television aerials (installed by the Association)

11. TENANT RESPONSIBILITIES

- Tenants must keep the interior of the house in a good and clean condition and in good decorative order.
- Tenants must, with other occupiers, sweep and clean the common parts including closes and stairs, back court areas, drying areas, bin stores etc. This should be carried out on a weekly basis unless this is provided as a service.
- Tenants must report promptly to the Association any defect or disrepair including that which is due to accidental damage or as a result of vandalism.
- Tenants must repair or replace items damaged through neglect or carelessness on the part of the tenant, any member of the tenant's household or their visitors.
- Tenants are responsible for damage to glass, sink or sanitary ware, choked sinks (if the choke is found to be the fault of the tenant), replacement sink plugs or chains, light bulbs, lost keys and any cost incurred through forcing entry due to lost keys.
- Tenants must allow the Association's employees and / or approved contractor's access at all reasonable hours to inspect the condition of the house or to carry out repairs to the house or adjoining property. The Association will give the tenant 24 hours' notice of access being required, except in the case of an emergency when access will be required to be given immediately.
- Tenants will be responsible for lifting floor coverings in situations where access is required beneath the floor area (for investigating leaks, renewing pipework).

12. INSURANCE

The Association will maintain comprehensive insurance cover for all properties in order to provide cover for insured risks. The policy will be subject to a property excess (usually £50). The Finance Manager will be responsible for arranging Building Insurance and will obtain

competitive quotes for cover. Insurance cover will be reviewed annually or in accordance with the policy schedule (in instances where 2/3 year cover is arranged).

The Property Services Administrator will extract repair invoices which may be reclaimed against our Building Insurance. The Maintenance Officer will check all such invoices and advise if claim can be initiated under terms of policy.

The cost of a particular claim will normally be 50% higher than the policy excess as administrative costs involved in processing claim can be higher in respect of claims lower than this.

The Finance Manager will assume responsibility for the processing and co-ordination of all claims.

The Association has a separate policy and procedure in place in respect of contractor's insurance.

13. TENANT REMEDIES

Tenants have a number of rights under statute and common law and in the first instance should notify the Association of the problem, preferably in writing. If the Association fail to carry out necessary repairs within a reasonable period of time there are a number of possible courses of action.

- Legal action for damages based on the Association's breach of common law or statutory obligations.
- Self repair, under which tenants have the right to carry out a repair themselves or instruct an independent contractor to carry out the work when
- The Association has persistently delayed or refused to carry out a repair for which we are legally responsible.
- Withholding rent, a common law right whereby a tenant can delay paying rent until the Association has carried out the repair or can use the withheld rent to pay for a repair. The tenant must formally advise of their intention to withhold rent and confirm via a Solicitor that rent is being held in an account pending payment.
- The Association has a separate policy and procedure in place for Right to Repair.

14. PLANNED MAINTENANCE

In order to protect investment and protect future repair requirements, the Association will undertake periodic stock condition surveys and this information will be used to project future repair requirements including renewals and cyclical maintenance requirements.

We will put in place 30 year life cycle costing plans in place for all newbuild/improved properties and these will form the basis of annual maintenance plans.

The life cycle plan will identify cyclical and planned renewal cycles and include indicative costing information linked to historic costs and be index linked.

Stock condition surveys will be undertaken every 3 years with life cycle costing information being updated to reflect survey results.

This information will be used to update our 5 year and 30 year budget projections.

We will set aside reserves on an annual basis in order to ensure we can continue to meet our medium to long term investment requirements.

Cyclical maintenance and planned renewal works will be subject to written quotations, competitive tendering, or via The Public Contracts Scotland website. Partnering may also be considered as a procurement method.

15. INFORMATION AND COMMUNICATION STRATEGY

Information about the repair service and the repairs obligations of tenants and landlords will be set out in the tenancy agreement, tenant handbook and information leaflets.

We will also seek tenant's views on the service through customer comment cards, post inspection, telephone surveys and comprehensive tenant satisfaction surveys.

We will provide information on the annual maintenance plan in newsletters.

We will publish our repair response times against targets in newsletters and our ARC Report

We will notify tenants in advance of planned/cyclical maintenance works commencing, giving details of start dates, contractor details and completion details.

We will offer tenant's choice in respect of colour schemes for common close decorating and kitchen replacements.

We will issue copies of the maintenance policy on request and arrange for this to be made available in other formats if requested.

We will consult with tenants when reviewing the maintenance policy.

16. REPAIR CLASSIFICATION

16.1 EMERGENCIES

- Gas leaks
- Electrical faults endangering life or property
- Burst pipes
- Insecure front doors or loss of keys where there is no other way in
- Flooding
- Structural damage where danger to life
- Fire damage
- Void security

16.2 NON-EMERGENCY

- Running overflows
- Cistern not flushing
- Plastering large areas
- Ceiling repair large cracks
- Rain penetration
- Defective tap washers
- Loose internal door handles
- Loose drawer units
- Damaged skirting

16.3 QUALIFYING

- Leak at w.c. (where there is no other w.c. in the house)
- Choked sink, wash hand basin or bath
- Unsafe access step or path
- Loose or detached banister or hand rail
- Mechanical extractor fan in internal kitchen or bathroom not working

This list is by no means exhaustive and a more comprehensive list will be included in the Tenants Handbook.

17. POLICY REVIEW

The Maintenance Policy was approved by the Management Committee at the committee meeting held on 22nd August, 2017. The policy will be reviewed in August 2020. In the case of changes to legislation or significant changes to best practice, the review period may be reduced.

Appendix (1)

REPAIR REPORTING PROCEDURES MANAGEMENT CONTROL AND MONITORING

Action

1. **Tenant reports a repair:**
 - Assess if repair is responsibility of Association.
 - Assess if charge tenant repair.
 - Assess repair classification.
 - Obtain access details.
 - Advise tenant of timescales for completion.
 - If fitment replacement or nature of work unclear, then instruct pre inspection.

2. **Input repair into system:**
 - Specify details of work required.
 - Specify access details.
 - Define classification.
 - Specify telephone number if known.
 - Print out job line.

3. **Work Stage:**
 - If no access, contractor will leave no access card and advise office .
 - Tenant will contact office and arrange new access date and time.
 - If tenant does not contact within 5 working days then cancel repair.

4. **Post Inspection:**
 - Post inspect 10% of completed repairs

5. **Budgeting:**
 - All jobs inputted to system will have an indicative budget figure set against it.

6. Monitoring:

- Expenditure will be monitored against budget on a quarterly and annual basis.
- At end of month print out completed jobs report.
- Monitor job line against invoice and confirm work is accordance with job line.
- Pass job lines and invoices for Director to check that labour and material costs are appropriate to job type.
- Extract repairs which may be reclaimed against insurance.
- Any jobs being queried will be logged on a pro forma sheet and passed to contractor for comment.
- Director will prepare quarterly and annual maintenance reports which outlines:
 - Job completion report
 - Completion timescales against target
 - Jobs by contractor
 - Costs per contractor

Appendix (2)

CHARGE TENANT REPAIRS

Action

1. **Assess Repair**

2. **If repair charge tenant:** Tenant to sign charge tenant repair form prior to work being ordered. If this is not possible e.g. tenant phones repair or fault will cause damage to property, authorise repair and advise tenant will be charged.

Order repair, advise tenant of likely timescale. If non emergency tenant may request estimate in advance.

3. **Payment of charge:** Payment will normally be made within 28 days. If tenant on Income Support or low income then payment may be made in instalments where this is the case. Standard letter (1) to be sent confirming cost and arrangement details.

4. **Non payment:** If amount not paid within 28 days or arrangement broken, send tenant standard letter (2).

KINGSRIDGE CLEDDANS HOUSING ASSOCIATION

CHARGE TENANT REPAIR FORM

NAME:

ADDRESS:

REPAIR DETAILS:

.....

.....

.....

.....

I (Tenant)

at agree to this work being instructed. I accept that this is a charge tenant repair and that I will be liable for cost of this work.

I agree to pay the Association the full amount of repair within 28 days of receipt of invoice.

I agree to pay the cost of this repair in instalments of per week/per month with first payment being made within 1 week of receipt of invoice.

Witnessed by:

Date:

Dear

CHARGE TENANT REPAIR:

JOB NUMBER:

Please find enclosed invoice in respect of above work which was instructed on your behalf on:

.....

* I would confirm that this amount is due and payable within 28 days.

* Is payable by instalments of per week/month commencing on:

.....

I look forward to receiving your remittance in due course.

Yours faithfully

Jacqueline Brown
Property Services Administrator

Repairs SL/2

Dear

CHARGE TENANT REPAIR NUMBER:

I refer to my recent letter dated regarding the above. Our records show that the sum of is still outstanding.

If this amount is not paid within 5 days or arrangements made to repay the debt then we will initiate legal proceedings to recover the debt.

Should this prove necessary, then any additional costs incurred by the Association will be added to the original invoice.

I trust this clarifies our position on the matter.

Yours faithfully

Jacqueline Brown

