

Hebridean Housing Partnership

REPAIR & MAINTENANCE POLICY

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CONTENTS PAGE

INTERPRETATION & ABBREVIATIONS.....	2
AIM	3
INTRODUCTION.....	4
LEGAL OBLIGATIONS	4
RECORD KEEPING.....	4
INFORMATION TO TENANTS	5
REPORTING REPAIRS	5
TENANTS HANDBOOK.....	5
RECHARGEABLE REPAIRS	5
TENANTS’ RIGHT TO CARRY OUT ALTERATIONS AND IMPROVEMENTS.....	6
RIGHT TO COMPENSATION FOR IMPROVEMENTS	6
CATEGORIES FOR REPAIR AND MAINTENANCE	7
STOCK CONDITION SURVEY	8
CHANGE OF TENANCY	8
RIGHT TO REPAIR	8
EXCEPTIONS	9
IMPLEMENTATION	9
TENANT CONSULTATION.....	9
SERVICE CONTRACTS.....	9
INSURANCE.....	10
CARETAKER SERVICE	10
PROCUREMENT OF REPAIRS AND MAINTENANCE	10
PROCEDURES FOR REPAIRS AND MAINTENANCE	10
AIDS AND ADAPTATIONS	10
EXCEPTIONAL CIRCUMSTANCES	10
MONITORING.....	11
BUDGETING	11
CONFLICT OF INTEREST	11
REVIEW.....	11
CONSULTATION	11
SCHEME OF DELEGATION.....	11
BREACHES OF POLICY.....	12

INTERPRETATION & ABBREVIATIONS

The following interpretation and abbreviations are used in this policy: -

Word	Interpretation
<i>BME</i>	Black and Minority Ethnic Groups
<i>PAiH</i>	Positive Action in Housing
<i>PATH</i>	Positive Action for Training in Housing
<i>RREAS</i>	Race Relations Employment Advisory Service
<i>REC</i>	Racial Equality Council
<i>The Partnership</i>	The Hebridean Housing Partnership

REPAIR & MAINTENANCE POLICY

Aim

- 1.1 The Partnership recognises that the quality of the repair and maintenance service provided to tenants is extremely important and the service provided must be responsive, efficient and cost effective.
- 1.2 The aim and key features of the repair and maintenance policies will be:-
- (i) To ensure that the Partnership discharges its legal responsibilities for repairing and maintaining its properties.
 - (ii) To maintain clear property records together with a system for recording reported repairs, works instructed, any insurance details, completion dates and final costs.
 - (iii) To ensure that tenants are fully informed of both their responsibility and the Partnership's responsibility for repairs and maintenance.
 - (iv) To determine clear rules for the re-charging of repairs where appropriate.
 - (v) To ensure that tenants are fully informed of the procedures for reporting repairs and of the procedures for seeking approval to carry out tenants' improvements and the right to compensation.
 - (vi) To ensure that the Partnership sets targets for repairs and monitors the outcomes.
 - (vii) To ensure the Partnership conforms with the Right to Repair.
 - (viii) To ensure that the Procurement for Building Works is adhered to for the selection of contractors, the selection of procurement routes and the procedures for inviting and accepting tenders.
 - (ix) To maintain standard conditions of contract for repair and maintenance contracts.
 - (x) To ensure that aids and adaptations are administered in line with the Special Needs Housing Policy.
 - (xi) To agree clear delegation of responsibilities for the authorisation, execution and monitoring of works. The Repairs and Maintenance policy will allow for emergencies to be dealt with effectively.
 - (xii) To ensure that the Partnership's performance in carrying out its repair and maintenance functions is adequately monitored.
 - (xiii) To ensure the policy is effectively discharged the Partnership will appoint a senior manager with this responsibility.
 - (xiv) To ensure that all works are carried out within an agreed budget that is monitored periodically.
 - (xv) To maintain the probity of the Partnership, due regard will be given to any conflicts of interest arising from the implementation of repairs and maintenance.
 - (xvi) To ensure that the Repair and Maintenance Policy remains adequate for its purposes the Partnership will review the policy every three years.

Introduction

- 2.1 The Hebridean Housing Partnership, referred to as 'the Partnership', believes that the quality of its maintenance service is of great importance, not only to ensure the satisfaction of tenants but to protect the value of its housing stock.
- 2.2 Maintenance Procedures set out how the Maintenance Policy will be implemented and are contained in a separate document.
- 2.3 The Partnership's policy on the procurement of maintenance works is detailed in the Building Works Procurement Policy. The policy details the procurement route options and the selection and appointment of consultants and contractors.

Legal Obligations

- 3.1 The Partnership will meet all its legal requirements in terms of repairs, maintenance and also improvements carried out by tenants and will comply in all respects with the Housing (Scotland) Act 2001 and any amending or superceding Regulations.
- 3.2 The respective liability of landlord and tenant for repairs and maintenance will be clearly defined in the Minute of Lease or Scottish Secure Tenancy Agreement, a copy of which will be provided to all tenants. Any disputes regarding the respective liability for repairs and maintenance will be referred to the Board of Management for consideration.
- 3.3 The Partnership will fully support its tenants' rights to carry out improvements as part of its policy of maintaining its houses to the highest standard and will seek to assist any tenant wishing to avail him/herself of this right.
- 3.4 All operations carried out by the Partnership will comply with the Building (Safety, Health and Welfare) Regulations 1948 and any amending or superseding Regulations.
- 3.5 The Partnership is legally required, through the Scottish Secure Tenancy Agreement, to do the following:
 - Keep houses in a condition which is habitable, wind and watertight and, in all respects, reasonably fit for human habitation. Ensure all repairs will be carried out within a reasonable period.
 - Keep in repair the structure and exterior of all dwellings and common areas;
 - Keep in repair and proper working order installations for the supply of water, gas, electricity, sanitation, space and water heating; etc
 - Carry out regular stock condition surveys;
 - Undertake tenant consultation;
 - Permit reasonable tenants' alterations and improvements;
 - Offer compensation for improvements at termination of tenancy

Record Keeping

- 4.1 The Partnership will maintain the following records:-
 - (i) A Project Information Manual will be maintained on a scheme by scheme basis to record details of the specification, fittings and fixtures of each house, together with a plan of the site boundary describing the communal maintenance liability, including paths and roads.

- (ii) A repair and maintenance record sheet will be kept for each property and each scheme detailing:
 - Details of repairs reported and/or maintenance
 - Details of repair and maintenance instructions issued to Contractors
 - Cost of repairs and maintenance
 - Details of recoveries due from tenants/insurance company/others
- (iii) A record of tenant improvement applications, together with supporting documentation on approvals, inspections, etc.
- (iv) An insurance Register will be maintained to record the level of cover for each property and the date of policy renewal.

Information to Tenants

- 5.1 The Partnership recognises that it has a duty to keep tenants informed of repair procedures and tenant/landlord obligations in respect of repairs and maintenance. Information for tenants will be clear and precise and the information provided will incorporate:
- (i) the Partnership's Policy on Repairs and Maintenance.
 - (ii) The Scottish Secure Tenancy Agreement.
 - (iii) Periodic Circulars on repairs procedures, right to repair, right to compensation for improvements, etc.

Reporting Repairs

- 5.2 The Partnership will provide a 24-hour emergency service for reporting repairs. During working hours general and emergency repair requests can be reported to any of the area offices. All tenants requesting a repair will be given a repair request number that the caller can use to follow through a repair. The Partnership has an arrangement with Faire to provide a service that will allow all emergency repair requests outwith working hours to be reported via the local community alarm control centre that is staffed round the clock.
- 5.3 The Partnership has an appointment system for routine repair works.

Tenants Handbook

- 5.4 The Partnership will publish and inform all tenants of their responsibilities and the Partnership's responsibilities in carrying out repairs and the Partnership's policy and rules in relation to repairs and maintenance.
- 5.5 The Partnership will publish information of achievement against repairs and maintenance targets in the Annual Report.

Rechargeable Repairs

- 6.1 The Partnership recognises that there may be occasions when a tenant requests that the Partnership carry out a repair that is the responsibility of the tenant. The Partnership may agree to such requests and will advise the tenants in writing when it is agreed to carry out a repair on their behalf.
- 6.2 Invoices for such work will be charged out to tenants on a monthly basis.
- 6.3 Examples of rechargeable repairs are tenant damage and lost keys.

Tenants' Right to Carry out Alterations and Improvements

- 7.1 The Partnership shall fully support its tenants' right to carry out improvements. Applications to carry out improvements (other than internal decoration) shall be made in writing to the Partnership and considered by the relevant Senior Manager and approval shall not be unreasonably withheld.
- 7.2 Permission will normally be granted subject to the following conditions:
- (i) The Partnership must be satisfied that any proposed improvements will meet relevant standards of safety and workmanship.
 - (ii) The work will not detract from the future letting of the property.
 - (iii) Upon receipt of an application, the Partnership will normally advise the applicant of whether they can proceed within twenty-eight days.
 - (iv) An inspection will be required before any work proceeds and will be required upon completion.
 - (v) On termination of a tenancy, the Partnership shall have the power to make a payment to the tenant that it considers to be appropriate in respect of any work carried out by the tenant. The decision on reimbursement shall be based solely on whether the work will affect the rental value of the property in the future.
 - (vi) If an application to carry out an improvement is refused, the reason for refusal shall be given in writing and the tenant shall have the right to lodge an appeal to the Partnership's Chief Executive that shall be considered and the determination notified to the tenant in writing.
 - (vii) If an applicant is still not satisfied with the outcome of an application to carry out an improvement, then the tenant shall have the right to question that decision through the Partnership's Complaints Policy and to make representations to the Board of Management.
 - (viii) The tenant has a right of appeal to the Sheriff Court against either a refusal to allow the work to proceed or an unreasonable condition. Where the court agrees with the tenant it must order the landlord to consent to the application or to withdraw the unreasonable condition.

Right to Compensation for Improvements

- 8.1 In the Housing (Scotland) Act 2001 Section 30 imposes the duty for landlords to compensate for qualifying works.

When the tenant has carried out certain improvement works with the consent of the Partnership they are entitled to be compensated for the cost of those works when the tenancy comes to an end.

- 8.2 "Qualifying Works" are only those works which were started after 30 September 2002.

Under the current regulations, compensation will not exceed £4,000.

8.3 Compensation is not payable when any of the following criteria apply:

- The work was carried out without the Partnership's consent
- The value of work is less than £100
- The tenancy has been terminated by a court order
- The tenant is exercising Right to Buy

8.4 A tenant must lodge their claim for compensation in the period from 28 days before termination of the tenancy to 21 days after.

The Partnership will respond within 28 days and will assess the appropriate compensation based on the regulations that apply at that time.

Categories for Repair and Maintenance

8.5 Repairs and Maintenance Targets

Priority	Completion target
Emergency	Complete within 4 hours or 24 hours
Urgent - Priority 1	Complete within 3 days
Urgent - Priority 2	Complete within 7 days
Day to	Complete within 20 days

The definition of repairs to be carried out in these categories is set out below.

Emergency Repairs - 4 hours or 24 hours

8.6 This category will include any repair where there is a risk to health or safety or is required to avoid serious damage to property,

- Eg.
- a) Electrical Fault
 - b) Water Burst or loss of water

Urgent Repairs - 3 days or 7 days

- These are repairs which are covered by the Right to Repair scheme or which are essential work which is needed to prevent or remove serious inconvenience to tenants or which if not attended to quickly could result in damage to the property.

Routine Repairs - 20 days

8.7 These are repairs that do not fall into the emergency or urgent categories and which can wait a short time before they are dealt with.

Planned Maintenance

8.8 This category includes works that are planned on a cyclical basis,

- e.g.
- a) Cleaning of gutters and downpipes (every 2 years)
 - b) External painting of windows and doors (4/5 yearly).

The relevant Senior Manager will prepare an annual Cyclical Maintenance Investment Strategy for Board of Management approval.

Long Term Planned Maintenance and Improvements

8.9 This category will include works of replacement and/or renewal of fixtures and fittings to maintain and improve the housing stock,

- e.g
- a) Replacement of kitchen units
 - b) Replacement of bathroom fittings
 - c) Replacement of heating systems

The relevant Senior Manager will prepare an annual long-term planned maintenance investment strategy for Board of Management approval.

Stock Condition Survey

8.10 The Partnership will carry out a systematic condition survey of up to 25% of the stock every five years. The survey will be rotated across the stock to ensure all houses are visited. The survey information will be collected in a format designed to be directly compatible with the investment in the maintenance of the housing stock. The information gathered will include the energy efficiency of the stock. The regular stock condition survey will inform the long-term investment strategy for maintenance.

Change of Tenancy

8.11 Before the commencement of a new tenancy the Partnership will inspect the house and identify any works necessary to make the house wind and watertight and reasonably fit for human habitation.

The Partnership will notify the tenant of any work that requires to be carried out where that work will not be complete before the tenancy commences.

Right to Repair

9.1 Under the Housing (Scotland) Act 2001, Scottish Secure Tenants and short Scottish secure tenants have the right to have small urgent repairs carried out by their landlord within a given timescale. This is called the Right to Repair scheme. The scheme covers certain emergency or urgent repairs up to the value of £350. These repairs are known as ‘qualifying repairs.’

9.2 The Partnership must attend and make secure or provide a facility by the stated deadline or the tenant has the right to:

1. Instruct another contractor from the Partnership’s list of approved contractors to do the work;
2. Receive compensation. The amount tenants may be eligible for is calculated at £15 and then £3.00 for every working day in the period, commencing on the day after the last day of what would have been the maximum and ending with the day on which the qualifying repair is completed, subject to a maximum amount of £100.

Any outstanding debts to the Partnership will be deducted from any compensation to be paid.

Exceptions

9.3 These rights do not apply if:

1. There are circumstances of an exceptional nature beyond the control of the landlord or the contractor who is carrying out the repair that prevent the repair being carried out.
2. The repair value is over £350 (the scheme only applies to small urgent repairs).
3. Access has not been available for the contractor or surveyor.

The Partnership will encourage tenants to contact the Partnership to check if there are any exceptional factors outwith the Partnership's control that mean that the Right to Repair does not apply. The Partnership may need to inspect the property to determine whether the repair is a qualifying repair or not.

Implementation

9.4 The Partnership will write to tenants to inform them if the repair they have requested is covered by the Right to Repair legislation. The Partnership will give guidance on the operation of Right to Repair scheme and how tenants may implement this right.

Tenant Consultation

9.5 The setting of priorities for long term maintenance will involve tenants and the Partnership's investment standards will be discussed by maintenance focus groups. Occasionally these focus groups will include working in partnership with contractors and key suppliers.

9.6 The specification of components incorporated in improvement programmes e.g. windows, doors, kitchen units and sanitary ware, will be to a high standard. Tenants will have the opportunity to participate in the improvement works to their homes by having an input into some of the works carried out to their homes, including:-

- A choice of primary central heating fuel source from solid fuel, electric, mini bulk gas or mains gas (where available)
- Customised kitchen layouts and specification
- The opportunity to contribute financially to a higher specification for selected works e.g. fire surround, decorative standard.

The list is not intended as exhaustive and each contract will be considered on its own merits and appropriate tenant choices included in the contract.

Service Contracts

9.7 The Partnership will arrange service contracts for condition-independent programmed maintenance that is instructed irrespective of the condition of the element or component and is required by legislation or health and safety requirements. Appropriately qualified contractor staff in accordance with statutory requirements and manufacturers' instructions will carry out all testing and servicing. A number of annual service contracts will be entered into covering the following areas:

- Gas appliances including programmers
- Oil appliances including programmers

- Fire fighting equipment
- Smoke and carbon monoxide detection systems
- Door entry systems
- Stairlifts
- Communal lighting
- Portable appliance testing

Insurance

- 9.8 Where repairs are the subject of insurance claims, the insurance company shall be notified as soon as possible of the impending claim and the minimum requirements of the insurance company in terms of inspection, number of quotations, etc., will be complied with.

Caretaker Service

- 9.9 The Partnership has an in-house caretaker service throughout the islands to provide a fast and effective response to minor repairs.

Procurement of Repairs and Maintenance

- 9.10 The Partnership will adhere to its Procurement Policy for Building Works and will prepare a detailed investment strategy annually for the Board's approval, which will include a strategic brief including the recommended procurement options.

Procedures for Repairs and Maintenance

- 10.1 The Partnership will develop detailed Procedures for Repairs and Maintenance which will include standard reports to the Board of Management, record keeping, recording of repairs, instructing works, standard conditions of contract for repair and maintenance contracts, insurance procedures, decoration allowances, the repair of voids, rechargeable repairs, tenant satisfaction surveys, out of hours emergencies etc.
- 10.2 The quality standards for Repair and Maintenance work will be set out in a Standard Design Specification and will be informed by consultation with tenants. The Standards will be reviewed based on feedback from customer satisfaction surveys.

Aids and Adaptations

- 11.1 The Partnership has a Special Needs Housing Policy that sets out the policy for aids and adaptations to existing properties to meet tenants' special needs.

Exceptional Circumstances

- 12.1 Where, in exceptional circumstances, due to an emergency or special circumstances, it is necessary to make a quick decision that does not comply with this policy or the Procurement Policy for Building Works the relevant senior manager shall have authority to undertake the necessary repairs and maintenance works. This action will be presented to the next sub-committee meeting for homologation. The Maintenance Procedures will specify the approved grounds for taking action under this clause.

Monitoring

- 13.1 The Partnership will introduce continuous performance monitoring for completed repairs. Each month 10 per cent of tenants using the repair service will be sent a satisfaction survey of completed repairs. The results will be collated and will form the basis of reports to the Board of Management. In addition, a further 10 per cent of completed repairs will be post-inspected by Partnership staff and all repairs where there has been a complaint by the tenant will be subject to post-inspections. The Partnership has a target of 90% customer satisfaction.

Budgeting

- 14.1 The Partnership will produce an annual maintenance and repair budget for all areas of expenditure, which will be approved by the Board of Management and reviewed quarterly in order that adjustments can be made, as required.

Conflict of Interest

- 15.1 No Company may be used where any Director or Manager is a relative of any Board or Staff Member. The Partnership will at all times comply with Part 1 of Schedule 7 of the Housing (Scotland) Act 2001.

Review

- 16.1 Policy is to be reviewed every three years. The Board of Management recognises that all policies and procedure should be reviewed regularly and monitoring of the effectiveness of the policies and procedures should be by considering periodic reports from staff.
- 16.2 The Board of Management shall receive the following reports:
- (i) Planned maintenance Investment Strategy (Annually)
 - (ii) Performance against Investment Strategy (Quarterly)
 - (iii) Repairs and Maintenance Budget (Annually)
 - (iv) Budget - v - Actual (Quarterly) ('Actual' to include committed items)
 - (v) Repairs and Maintenance Performance against Targets (Quarterly)
 - (vi) Repairs and Maintenance Tenant's Satisfaction Survey (as required)

Consultation

- 17.1 Consultation will take place with tenants on any major review of the policy or significant changes in the way that services are delivered.

Scheme of Delegation

- 18.1

Responsible Committee	Board of Management
	<i>To whom delegated</i>
Formulation and monitoring of policy	Board of Management
Policy Amendments	Board of Management
Implementation of policy	Senior Officer
Formulation and implementation of	Senior Officer

relevant procedures	
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Breaches of Policy

- 19.1 If a Board Member knowingly breaches the conditions of this policy this will be grounds for removal from Office in accordance with the Partnership's procedures for removal of a Board Member.
- 19.2 If a staff member knowingly breaches the conditions of this policy this will be grounds for disciplinary action.