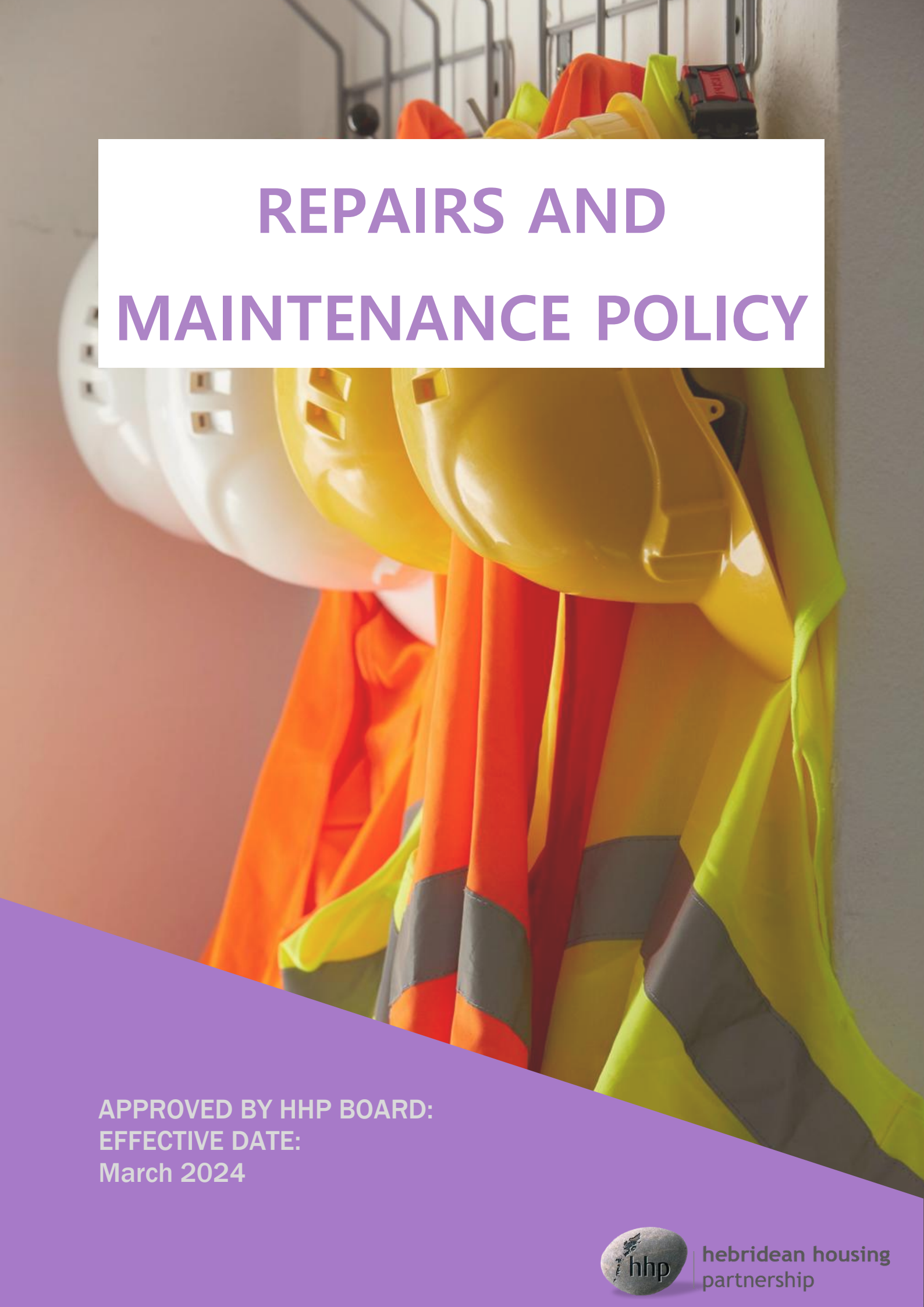




REPAIRS AND MAINTENANCE POLICY

APPROVED BY HHP BOARD:
EFFECTIVE DATE:
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hebridean housing
partnership

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INTRODUCTION

- 1.1 We believe that the quality of our maintenance service is of great importance, not only to ensure the safety and satisfaction of tenants but also to protect the value of our housing stock.
- 1.2 Maintenance Procedures set out how the Maintenance Policy will be implemented and are contained in a separate document.

AIMS

- 2.1 We recognise that the quality of the repair and maintenance service provided to tenants is extremely important and the service provided must be responsive, efficient, cost effective and environmentally sustainable
- 2.2 The aim and key features of the repair and maintenance policy are:
 - (i) to ensure that we discharge our legal responsibilities for repairing and maintaining 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 and factored owners are fully informed of both their responsibility and our responsibility for repairs and maintenance;
 - (iv) to ensure that tenants are fully informed of the procedures for reporting repairs and of the procedures for seeking approval to carry out improvements and their right to compensation;
 - (v) to ensure that aids and adaptations are administered in line with the Particular Needs Housing Policy and the Occupational Therapy referral process;
 - (vi) to ensure that our performance in carrying out repair and maintenance functions are adequately managed.

LEGAL OBLIGATIONS

- 3.1 We will meet all our legal requirements in terms of repairs, maintenance and improvements carried out by tenants and will comply in all respects with the relevant legislation and regulations.

- 3.2 The respective liability of landlord and tenants for repairs and maintenance will be clearly defined in the Scottish Secure Tenancy Agreement, a copy of which will be provided to all tenants.
- 3.3 We will support tenants' rights to carry out improvements as part of our policy of maintaining our houses to the highest standard and will seek to assist any tenant wishing to exercise this right.
- 3.4 Our legal obligations through the Scottish Secure Tenancy Agreement, include 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 are 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.
 - Undertake tenant consultation;
 - Permit reasonable tenants' alterations and improvements; and
 - Offer compensation for improvements at termination of tenancy.
- 3.5 We will maintain our houses so that they meet the five broad housing criteria of the Scottish Housing Quality Standard (SHQS) which is the Scottish Government's principal measure of housing quality in Scotland.

RECORD KEEPING

- 4.1 We will maintain the following records:
- (i) A record will be maintained for each asset to record the specification and life cycle of key attributes.
 - (ii) A record will be kept for each property and each asset detailing:
 - Details of repairs reported,
 - Details of repair and maintenance instructions issued to Contractors,
 - Cost of repairs and maintenance work,
 - 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 We recognise that we have a duty to keep tenants informed of tenant and landlord obligations in respect of repairs and maintenance. Information for tenants will be clear and the information provided will include:

- (i) Our Policy on Repairs and Maintenance.
- (ii) The Scottish Secure Tenancy Agreement.
- (iii) Guidance leaflets including information on repairs procedures, right to repair, right to compensation for improvements, etc.
- (iv) Information on performance against repairs and maintenance targets annually.
- (v) We will make information available in other languages and formats where possible and on request.

Reporting Repairs

- 5.2 We will provide an emergency service for reporting repairs. During working hours, general and emergency repair requests can be reported to either of our offices. All tenants requesting a repair will be given a repair request number that the caller can use to follow through a repair.
- 5.3 We have an appointment system for routine repair works that is managed by our contractor.

RECHARGEABLE REPAIRS

- 6.1 We recognise there may be occasions when a tenant requests that we carry out a repair, which is their responsibility. We may agree to such requests where there is a Health and Safety concern for the well-being of the tenant or other occupants of the property.
- 6.2 Invoices for such work will be charged to tenants within 14 days of HHP making payment for the works unless there are exceptional reasons for not doing so, such as health or welfare concerns. We will ensure there is a clear and consistent approach to identifying charges.

- 6.3 Rechargeable repairs are where damage has been willfully or negligently caused to the property by the tenants, their household or by visitors to their home. Damage that is due to fair wear and tear will not be recharged.
- 6.4 Rechargeable repairs on voids include costs incurred due to willful or negligent action by the tenant or visitors to their home and where the tenants does not meet their responsibility to leave the property and garden in a clean and tidy condition and to remove all furnishings.
- 6.5 Costs will not be recharged to tenants where they are the victims of domestic abuse in that property and where this is a factor in the damage caused or in the tenant leaving the property. This will be determined by the Area Manager.
- 6.6 The Operations Working Group will scrutinise the procedures and processes governing rechargeable repairs to ensure these are effective and efficient.

TENANT'S RIGHTS TO CARRY OUT ALTERATIONS AND IMPROVEMENTS

- 7.1 Tenants have a 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 Manager and approval will not be unreasonably withheld.
- 7.2 We will make information and application forms available on our website and at our offices.
- 7.3 We will not permit improvements that are to the detriment of SHQS and the energy efficiency of homes.

Permission will normally be granted subject to the following conditions:

- a) We must be satisfied that any proposed improvements will meet relevant standards of safety and workmanship.
- b) The tenant is responsible for ensuring building warrant and planning consents are obtained where applicable.
- c) The work will not detract from the future letting of the property.
- d) Upon receipt of an application, we will advise the applicant of the outcome within twenty-eight days of all relevant information being available.
- e) An inspection will be required before any work proceeds and upon completion.

- 7.4 On termination of a tenancy, we will assess whether the tenant is entitled to a payment under the right to compensation for improvements regulations.
- 7.5 If an applicant is 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 our Complaints Policy.
- 7.6 Any external alterations shall be removed by the tenant at the end of a tenancy or earlier if deemed to be in poor condition or unsafe.
- 7.7 We will review permitted improvements and requirements to remove these as we develop our ESG Strategy

RIGHT TO COMPENSATION FOR IMPROVEMENTS

- 8.1 A duty is placed on landlords by The Housing (Scotland) Act 2001 Section 30 to compensate tenants for qualifying works as defined in the regulations.
- 8.2 When the tenant has carried out certain improvement works with our consent they are entitled to be compensated for the cost of those works when the tenancy comes to an end.
- 8.3 "Qualifying Works" are only those works that were started after 30 September 2002.
- 8.4 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.
- 8.5 A tenant must lodge their claim for compensation in the period from 28 days before termination of the tenancy to 21 days after.
- 8.6 We will respond within 28 days and will assess the appropriate compensation based on the regulations that apply at that time.

REPAIRS AND MAINTENANCE TARGETS

9.1

Priority	Completion Target
Emergency	Complete withing 4 hours
Urgent – Priority 1	Complete within 1 working day
Urgent – Priority 1	Complete within 3 working days
Urgent – Priority 1	Complete withing 7 working days
Routine Day to Day Repairs	Complete within 20 working days

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

Emergency Repairs - 4 hours

9.2 This will include any repairs where there is a risk to tenant's health and safety or a risk of serious damage to property. This will include:

- Major roof leaks;
- Burst pipes and flooding;
- Blockage of the only toilet in the property;
- Provide temporary heating – based on assessment of vulnerability;
- Complete loss of electrical power or lighting;
- Blocked drains which are backing up; and
- Broken windows.

9.3 The contractor will make sure that the property is made safe. Any follow up repair work that is required will be issued under the appropriate priority.

Urgent Repairs

9.4 Faults that require prompt attention but are not of an emergency nature will be dealt with under this category. Urgent repairs will be responded to within 1, 3 or 7 days depending on their seriousness.

1 Day (by the end of the following working day)

These are mainly repairs covered by the Scottish Government Right to Repair Scheme and include:

- Heating repairs
- Insecure windows or doors;
- Partial loss of electrical power;
- Toilet not flushing;
- Partial loss of heating;
- Unsafe access path or step; and
- Blocked drains.

3 Days or 7 Days

- 9.5 These are repairs which are essential to prevent or remove significant inconvenience to tenants or which if not attended to quickly could result in damage to the property.

Routine Repairs – 20 Days

- 9.6 These are repairs that require attention but do not fall into the emergency or urgent categories. They can wait a short time before they are dealt with.

Performance Management

- 9.7 A Performance Management system is in place and performance will be measured on indicators including:
- Average time for completions for each repair category;
 - Tenant Satisfaction;
 - Right First Time;
 - Appointments arranged and kept; and
 - Quality of completed work.
- 9.8 Performance Management will develop and evolve. Performance measures will not be confined to the above.

Planned Maintenance

- 9.9 A 5 year planned maintenance programme is in place to maintain the fabric of properties and their environment and to take a preventative approach to maintenance. Cyclical maintenance programmes are also undertaken to fulfil our legal requirements and to protect Health and Safety. These works include:

Annual Services
Gas Servicing
Air Source Heating
Fire Doors
Communal lighting, stair lifts/hoists, door entry systems, communal TV/satellite systems (or more frequent if required)
Routine Day to Day Repairs
Thermostatic mixing valves
Flue Cleaning for solid fuel heating systems
Communal Areas Inspections
Playpark Inspections
Twice Annually
Fire detection systems and emergency lighting
Every 2-3 years
Cleaning of gutters and downpipes
Every 5 Years
Electrical Condition Reports
At Voids and Where Risk Flagged
Legionella measures

Investment

- 9.10 This category will include works of replacement and/or renewal of fixtures and fittings to maintain and improve the housing stock for example:
- a) Replacement of kitchen units
 - b) Replacement of bathroom fittings
 - c) Replacement of heating systems
 - d) Replacement of windows/ doors/ roof windows
 - e) Re-roofing
- 9.11 The Asset and Contracts Manager will prepare an annual investment programme based on stock condition surveys for Board approval.

STOCK CONDITION SURVEY

- 10.1 We will carry out a systematic independent condition survey every five years. The survey will be rotated across the stock, where possible, to ensure all houses are captured over time in the surveys. The stock condition survey will inform the long-term investment strategy for maintenance.

CHANGE OF TENANCY

- 11.1 Before the commencement of a new tenancy we will inspect the house and identify any works necessary to make the house wind and watertight and fit for human habitation in accordance with our lettable standard.
- 11.2 The Operations Working Group will formally review the lettable standard on an annual basis and will identify recommendations for alteration or improvement as appropriate.
- 11.3 We 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

- 12.1 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.'

12.2 We must attend and make secure or provide a facility by the stated deadline or the tenant has the right to:

1. Instruct another approved contractor 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

12.3 Any outstanding debts to us will be deducted from any compensation to be paid.

Exceptions

12.4 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.

TENANT CONSULTATION

13.1 The setting of priorities for repairs and maintenance will involve tenants and will be taken forward in accordance with the Tenant Participation Strategy and in consultation with Registered Tenant Organisations.

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

13.3 The specification of components incorporated in improvement programmes e.g. windows, doors, kitchen units and sanitaryware, will be to a high standard. Tenants will have the opportunity to participate in the setting of standards through the Tenant Participation Strategy and to input to Repair and Maintenance procurement exercises.. Tenants will also be able to participate in the design of works where possible including kitchen layouts and choice of units.

- 13.4 The installation of new gas supplies will not be supported and air source heating is the preferred heating solution. Where gas heating is currently in place then these will be maintained. This position will be reviewed as Government guidance develops. .
- 13.5 This list is not exhaustive, and each contract will be considered on its own merits and appropriate tenant choices included in the contract.

INSURANCE

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

HANDYMAN SERVICE

- 15.1 We have an in-house handyperson service to address minor repairs and to provide an enhanced service to the elderly and disabled.

PROCEDURES FOR REPAIRS AND MAINTENANCE

- 16.1 Procedural guidance and process maps will be maintained to set out the detail of how the policy is implemented. This will include details on IT systems and on the recording and storage of information.

AIDS AND ADAPTATIONS

- 17.1 We will carry out aids and adaptations to existing properties to meet tenants' special needs subject to budgetary provision and support from Scottish Government.
- 17.2 We will work closely with NHS Occupational Therapy services who will advise on the assessment and prioritisation of individual cases.

BUDGETING

- 18.1 We will produce an annual maintenance and repair budget for all areas of expenditure, which will be approved by the Board. The position against budget will be reported monthly through the management accounts and areas of exception highlighted with proposed actions.

MONITORING AND REVIEW OF POLICY

- 19.1 The Repairs and Maintenance Policy to be reviewed every 3 years.
- 19.2 The Board shall receive the following reports:
- (i) Performance Management Report (Monthly)
 - (ii) Investment Programme Plan ~~Strategy~~ (Annual)
 - (ii) Performance against Investment Strategy (Annual)
 - (iii) Repairs and Maintenance Contract Service Review (Every 6 months)
 - (iv) Repairs and Maintenance Tenant's Satisfaction Survey (Quarterly)
 - (iv) Included within monthly management reports
 - a. Budget v Actual
 - b. Material variances from Investment Strategy

Related Policies

- 19.3 The following policies and procedures are referenced as part of this Policy:
- Entitlements, Payments and Benefits Policy;
 - Code of Conduct for Staff Members;
 - Code of Conduct for Board Members;
 - Disclosure of Interest Policy
 - Health & Safety Policy;
 - Procurement Policy;
 - Particular Housing Needs Policy; and
 - Comments, Compliments and Complaints Handling Policy.
 - Damp, Mould and Condensation Policy.

INTERPRETATIONS & ABBREVIATIONS

The following interpretation and abbreviations are used in this policy:

WORD	INTERPRETATION
<i>HHP or Partnership</i>	Hebridean Housing Partnership
<i>Board</i>	Means the Board of the Hebridean Housing Partnership
<i>Board Members</i>	All Members of the Board including co-opted Members
<i>RSL</i>	Registered Social Landlord
All references to the masculine gender in this policy shall read as equally applicable to the feminine gender	



HHP is a registered society under the Co-operative and Community Benefit Societies Act 2014, Registered Number: 2644R(S), Registered Office: Creed Court, Gleann Seileach Business Park, Willowglen Road, Stornoway, Isle of Lewis HS1 2QP. It is a charity registered in Scotland, Charity Number: SCO35767, registered as Registered Social Landlord with the Scottish Housing Regulator, Registration Number: 359 and registered as a Property Factor, Registration Number PF000183

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RECHARGES & WELFARE ADDENDUM

- 1.1 Rechargeable repairs are defined as a repair that is the result of neglect, unauthorised works or damage caused by a tenant or member of their household. Damage that is deemed fair wear and tear will not be recharged.
- 1.2 Situations are increasingly arising where there is a question over the extent to which an individual has control over the behaviour that led to damage or where their vulnerability means that recharging costs could be detrimental to wellbeing and or health.
- 1.3 A framework is set out below to guide decision making in situations where there may be mitigating factors which indicate that the responsibility of the tenant for their action is compromised.
- 1.4 In making decisions, information and advice must be sought from other agencies who may be supporting the person or be otherwise engaged with them. The presence of a vulnerability or condition does not in itself mean that the person does not have control or responsibility for their actions.
- 1.5 Decisions not to recharge for damage will be made by Area Managers and the reasons and evidence to support this must be recorded.

MENTAL HEALTH CONDITIONS

- 2.1 When tenants suffer from poor and enduring Mental Health conditions and where there is a belief that they were not in control of their actions at the point that damage was caused then a decision not to recharge should be considered. Where a tenant is considered to have capacity but is demonstrating poor decision making or where help or support are being refused then a judgement needs to be made on whether a recharge is appropriate.

HOARDING

- 2.1.1 Hoarding disorder is a recognised mental health condition. Since the Covid 19 pandemic, we are dealing with more cases where hoarding has become an issue. Where there is a risk to the tenant and potential to negatively impact neighbours, we will intervene. Discussions will be held with the tenant and on a multi-agency basis as appropriate to seek a resolution.
- 2.1.2 There is significant costs to clearing houses in cases of hoarding disorders particularly where these are also unhygienic. Unfortunately, these also frequently recur. Decisions should be taken on recharging based on the circumstances of each case and advice from other agencies regarding the persons capacity

PHYSICAL DISABILITIES

- 3.1 Where a person has a physical impairment which has a substantial and long-term adverse effect on a person's ability to conduct day-to-day activities. Tenants with certain disabilities/long term illnesses may inadvertently cause more damage to their home than others.

- 3.2 Where tenants are identified in the above groups and the damage is considered to be as a result of their disability or vulnerability and measures have been taken to try and reduce damage, "Fair wear and tear" should be considered more flexibly in such cases.
- 3.3 This will include cases where self-care and a person's ability to manage their home is compromised due to age related factors and where there may be a lack of support through services or family or neighbours. In such situations there may be a need to intervene and carry out works. The persons liability for such costs should be assessed based on all of the circumstances contributing to the need for intervention.

VICTIMS OF CRIME AND ANTI SOCIAL BEHAVIOUR

- 4.1 In cases where a tenant has been a victim of crime which has been reported to the Police, we would not seek to recharge if a tenant provides a crime reference number. If necessary, we will seek supporting evidence from Police Scotland.

VICTIMS OF DOMESTIC ABUSE

- 5.1 Costs will not be recharged to tenants where they are the victims of domestic abuse in that property and where this is a factor in the damage caused or in the tenant leaving the property.