

## REACTIVE REPAIRS POLICY

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# THE NEW HOUSING ASSOCIATION LIMITED

## Repairs Policy

### 1. INTRODUCTION

- 1.1 This policy acknowledges the importance tenants place on of a having a high quality responsive repairs service, but also recognises the need to achieve value for money for Thenew in processing repairs requests.
- 1.2 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.
- 1.3 In carrying out this policy, Thenew will observe the relevant Health and Safety and legislative requirements and current recommendations on good practice.
- 1.4 The policy statement was agreed by the Management Committee on 27 March 2007.

### 2. POLICY BACKGROUND

Thenew has developed this policy taking into account the following:

#### 2.1 Performance Standards

Thenew require to meet Communities Scotland Performance Standards in respect of the delivery of our Reactive Repairs Policy. A number of Guiding Standards influence our fundamental approach to all the services we provide. There is one Activity Standards which specifically refers to the provision of a repairs service, namely:

- AS2.1 Repairs: We provide an efficient and effective responsive repairs service for our tenants.

#### 2.2 Good Practice

This policy also complies with good practice guidelines contained in the SFHA Raising Standards Manual Chapter 7 and the Chartered Institute of Housing's Housing Management Guidance Manual.

#### 2.3 Legislation

There are many pieces of legislation which landlords must take account of in maintaining their properties. In particular the Housing (Scotland) Act 2001 sets out the repairing responsibilities of landlords in a Scottish Secure Tenancy in respect of:

- The condition of the house at the commencement of, and throughout the tenancy (schedule 4).
- Qualifying repairs.
- Landlord's consent to tenant's carrying out work.
- Tenant compensation for improvements.

#### 2.4 Other Relevant Thenew Policies

A number of other policies require to considered in relation to this policy and set out in greater detail our position in each respect :

- Planned Maintenance Policy
- Rechargeable Repairs

- Right to Repair
- Decoration
- Compensation for Tenant's Improvements
- Ex-Gratia Payments
- Laminate Flooring
- Factoring
- Medical Adaptations
- Void Management
- Equal Opportunities

### 3. SERVICE AIMS AND OBJECTIVES

The new Housing Association is committed to providing a high quality, efficient and effective repairs and maintenance service which aims to:

- Deliver of a high quality, prompt, and cost efficient reactive repairs service.
- Have procedures that allow tenants to make simple and convenient requests for repairs which minimise disruption to the tenant.
- Take account of a differing customer service requirements.
- Take account of future planned maintenance programmes when deciding on repair or replacement of defective components.
- Provide easily accessible information for customers on our repairs service.
- Maintain effective contact with customers keeping them informed of progress with their repairs requests.
- Maximising the useful life of the properties and their components.
- Establish and maintain efficient and effective repairs and maintenance procedures.
- Provide sufficient appropriately trained staff and adequate administrative resources to implement the policy, efficiently and effectively.
- Ensure that the required service is provided within the available budget.
- Ensure that there is proper monitoring and review of the policy, service delivery and budgetary control by the Housing Management Sub-Committee.
- Adopt legally correct practice at all times.
- Involve tenants and service users in reviewing our service wherever possible.

### 4. LANDLORD AND TENANT RESPONSIBILITIES

4.1 Section 5 of Thenew's Scottish Secure Tenancy sets in some detail both the landlord and tenant's repairs and maintenance rights and responsibilities. Tenants in all cases should refer to their tenancy agreement in the first instance.

4.2 **Thenew's responsibilities** - Some of Thenew's key responsibilities in respect of this repairs policy are set below:

- “5.2 Before the start of the tenancy, we will inspect your house to ensure that it is wind and watertight, habitable and, in all other respects, reasonably fit for human habitation. If repair or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins. We will notify you about any such work. Any other repairs may be carried out after the tenancy begins.
- 5.3 During the course of your tenancy, we will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and, in all other respects, reasonably fit for human habitation. We will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. Once begun, the repairs will be finished as soon as reasonably possible. All repairs will be done to the standard of a reasonably competent contractor, using good quality material.
- 5.8 We will:
- keep in repair the structure and exterior of the house including:
    - drains, gutters and external pipes (this does not include the clearance of blockages caused by a tenant’s negligence)
    - the roof
    - outside walls, outside doors, windowsills, window catches, sash cords and window frames, including external painting and decoration
    - internal walls, floors and ceilings, doors, door frames and internal staircases and landings (but not including painting and decoration)
    - chimneys, chimney stacks and flues (but not including chimney sweeping)
    - pathways, steps or other means of access
    - plasterwork
    - internal garages and stores
    - boundary walls and fences
  - keep in repair and in proper working order, any installations we have provided for space heating; water heating and sanitation and for the supply of water, gas and electricity including:
    - basins, sinks, baths, toilets, flushing systems and waste pipes, showers, water tanks;
    - electric wiring, fireplaces, fitted fires and central heating installations, door entry systems, communal TV aerials and extractor fans;
- 5.13 If we cause damage to the house or your property in connection with repairs, inspections, improvements or entry, we will reinstate the damage or compensate you for your losses. We have a right to require you to move temporarily to suitable alternative accommodation if this is necessary for the repairs to be done. If you are moved temporarily, we will reimburse you for any reasonable extra expenses you have as a result. You will be charged rent during this period but no more than you normally pay.”

4.3 **Tenant Responsibilities:** In ensuring that tenants meet their obligations The new will make tenants aware :

- Of their responsibility to report promptly all repairs to the Association as described in the Tenancy Agreement.

- Of their responsibility to make good repairs and damage to the areas shown below which are listed as the tenants' responsibility in the Scottish Secure Tenancy Agreement.
  - *internal decoration.*
  - *damage to glass (unless it is the result of vandalism by people other than the tenant or those the tenant is responsible for).*
  - *lost keys.*
  - *repairs arising from forced entry - resulting from key loss.*
  - *wilful damage to sinks or sanitary ware.*
  - *tenant misuse leading to choked sinks or sanitary ware.*
  - *batteries for smoke alarms other than annual replacement*
  - *waste plugs/chains for baths, wash hand basins and sinks.*
  - *Any other repair/replacement (not specified above) which is the result of damage/loss caused by misuse, vandalism, carelessness or negligence committed by the tenant, members of their household or visitors for whom they are responsible.*
- Of their responsibility to have home contents insurance to protect their decoration, fittings and possessions. Thenew will only re-instate our fixtures and fittings when a property has been subject to fire, leakage from a pipe or appliance, flood etc.
- That they will be recharged for the cost of repairs resulting from acts of vandalism by them or by people they are responsible for.
- Of their responsibility (included in the Tenancy Agreement) to report all acts of vandalism or criminal activity which results in damage to Association property to the police within 24 hours. Thenew reserve the right not to instruct certain repairs if the tenant refuses to report vandalism or theft to the police.
- That we may recharge tenants in cases where they have used Association contractors to have Emergency repairs done which were not genuine emergencies, the tenant did not provide access or were the tenant's responsibility.
- That where infestations occur in tenanted property Thenew's Housing Team Leader will consider, in the absence of any local authority service, whether it is appropriate in the circumstances for Thenew to instruct remedial work.

#### 4.4 **Policy on Repairing Certain Property Components**

In addition to section 4.3 above, clarification is also required for the responsibility for repair/replacement of some specific property components:

##### 4.4.1 **Repairs Arising from Legally Forced Entry by the Police.**

Where the Police have caused damage to Thenew property by forcing access through the front door to a tenant's home, we will offer two options to the tenant:

- a) Advise the tenant to carry out necessary remedial work themselves (they will then be responsible for the security of that entrance door) or,
- b) Instruct a necessary repair but recharge the full cost of this work to the tenant (the tenant will normally be expected to make the first payment in an agreed arrangement to repay the debt before the work is instructed).

#### 4.4.2 **Replacement of Coloured Bathroom Suites**

If one component of a coloured (non-white) bathroom suite requires to be replaced Thenew will endeavour to replace with one which matches the existing colour. Where this is not possible, we will replace the single item with a white component.

Where two items require to be replaced we will replace all items with a white bathroom suite.

#### 4.4.3 **Replacement of Kitchen Units and Fittings**

Thenew will endeavour to match existing units when replacing defective single units, worktops, handles etc. Full replacement of all units will normally only take place during planned replacement programmes.

#### 4.4.4 **Repair/replacement of TV Aerial**

Thenew will only repair or replace defective individual (non-communal) TV aerials and associated components where originally installed by Thenew. In all other cases the tenant is responsible for defects or upgrading.

#### 4.4.5 **Replacement of Glazing Units**

Thenew will process replacement of external panes as routine repairs where the internal pane is intact. Where glazing is broken through we may initially board a window to make safe.

## 5. **DELIVERY OF THE REPAIRS SERVICE**

### 5.1 **Reporting Repairs**

Thenew will maximise the opportunity and methods for tenants and other customers, as appropriate, to report repairs to Thenew during and outwith office hours

### 5.2 **Processing Repairs Requests - Categories and Response Targets**

Thenew will operate an appropriate system for the processing of internal house and common repairs. All repairs will be accurately recorded, acknowledged, inspected where appropriate and checked all within the approved timescales. Tenants will receive confirmation of all reported repairs.

#### 5.2.1 **Repairs Categories**

All internal house and common area repairs will be categorised using the following groups:

**Emergency Repairs:** are those where there is a risk to safety, danger to health and to prevent serious damage to the building or total loss of services to the tenant.

**Urgent Repairs:** are those where there is a partial loss of a service to the tenant that seriously affects the comfort or convenience of the tenant or where not carrying out the repair will result in further damage to the property

**Routine Repairs:** are those that do not seriously interfere with the comfort and convenience of the tenant and cause further problems to the property.

**Repairs by Appointment:** are those repairs which would normally fall into the categories of urgent or routine repairs but where an appointment of a specific date and time (morning or afternoon) to suit the convenience of the Tenant is offered.

### 5.2.2 Response Targets

Thenew, with the assistance of our contractors, will aim to meet the following targets for the completion of repairs.

**Emergency Repairs:** Our contractor will attend within 2 hours (note: we will monitor this response target) to make safe or restore services. A follow up Urgent or Routine job line may be created to fully complete the repair.

**Urgent Repairs:** will be completed within 3 working days, (1 day staff processing, 2 days contractor).

**Routine Repairs:** will be completed within 15 working days (5 days staff processing, 10 days contractor).

**Repairs by Appointment:** will be completed on the date agreed with the Tenant when offering the appointment.

#### Void Repairs

Our Void Management Policy will set out our targets for completion of void repairs.

**Right to Repair:** We will operate within the Scottish Secure Tenants (Right to Repair) Regulation 2002, which provides a statutory scheme covering 'All Tenants' and recognises that tenants should be compensated when qualifying repairs are not completed within a set period identified in the schedule. It also allows tenants to use another contractor if the originally designated contractor fails to respond within the set period relating to the repair. Our Tenants Right to Repair Policy sets out our approach in more detail.

### 5.3 Quality Control

Thenew Housing Association will:

- Check a minimum of 10% of all repairs at random, all common area repairs and all repairs over an agreed value as set out in Thenew's Financial Regulations to ensure that quality standards and value for money are being met.
- Set target response times for staff and contractors and monitor the performance of staff and contractors in meeting the target response times.

### 5.4 Repair Budgets

Thenew Housing Association will:

- 5.4.1 Determine detailed reactive repairs budgets annually and review every 6 months.
- 5.4.2 Establish an area budget for each housing management area.
- 5.4.3 Establish and operate procedures for the continual monitoring of these budgets.

### 5.5 Emergency Plan

Thenew Housing Association will have a document which will be reviewed on an annual basis which will set out procedures and systems for attending to emergency request from tenants, residents and other agencies in respect of the maintenance of our properties.

## **5.6 Insurance**

Thenew Housing Association will have in place a comprehensive block buildings insurance policy and an internal procedure which will set out in detail our response to repairs where a subsequent insurance claim is required. Claims will be made according to current insurances excess thresholds.

## **5.7 Re-Chargeable Repairs**

Thenew Housing Association has a separate Rechargeable Repairs Policy which sets out in detail the circumstances where we will recharge tenants and other residents for repairs.

In appropriate circumstances Thenew will as a last resort, carry out repairs for which the tenant is responsible in line with our Rechargeable Repairs Policy by specifically:

- re-charging them for the cost of the work, including an appropriate sum to cover administration costs.
- offering the tenant the opportunity to pay the amount due in full or to make an arrangement for the sum to be paid in agreed instalments.
- ensuring the amount due is collected and take action against tenants who fail to pay.

## **5.8 Improvements and Alterations Made by Tenants**

Thenew Housing Association will:

5.8.1 Ensure all tenants are aware that before any work is undertaken they must apply in writing for permission to improve/alter their home :

- to the Association in every case
- to all other necessary organisations (Building Control, Planning etc) as applicable to the alteration works proposed

5.8.2 Not unreasonably withhold such permission but may attach conditions to the consent in relation to the factors set out in 6.8.5 below..

5.8.3 Respond in writing within 4 weeks of a written request being received giving the Association's decision, and:

- where a decision cannot be given within 4 weeks, advise the tenant of the delay, and reasons for this.
- where permission is not given, advise the tenant of the reasons for the refusal and how to appeal against the decision.

5.8.4 All tenants refused permission will have the right to appeal and their appeal will be considered in the first instance by the Head of Housing and then by our Housing Management Sub-Committee.

5.8.5 When considering a request to alter a property, take into account a range of factors including:

- any impact on the future lettable of the property.
- the permanency of the alteration and the ability to reinstate the original position.
- future maintenance liability.

5.8.6 Ensure that all alterations or improvements are:

- inspected before work starts and inspected on completion to ensure conditions have been met.
- recorded in the property files.

5.8.7 Not take such alterations/improvements into account when determining rent levels, during that tenancy

5.8.9 Implement a policy to compensate tenants, at the end of a tenancy, for 'improvements' which have increased the rental value of the property. (see Policy on Compensation for Tenants Improvements)

## **5.9 Contractor Selection and Tendering Procedures**

The selection of consultants and contractors will be in accordance with Thenew's Policy on the Procurement of Consultants and Contractors for Building Works. Thenew will ensure that staff and contractors dealing directly with tenants follow the Association's code of conduct and equal opportunity policy.

## **5.10 Repairs service to non-tenanted properties:**

This policy will apply in full to all properties and tenancies except those where:

- the occupants do not have a Scottish Secure Tenancy or the property is leased to a agency to manage the tenancies or provide housing support on our behalf and different obligations of landlord and tenant both apply.
- Thenew do not carry out internal repairs to properties owned or jointly owned with other residential and commercial owners.

## **6. FINANCIAL CONTROL**

6.1 An annual maintenance budget will be approved by the Management Committee.

6.2 Monthly monitoring of expenditure on repairs against budget will be maintained. Actual expenditure and budget variances will be reported regularly to appropriate sub-committees and area associations/area based tenants groups.

6.3 The Management Committee will establish clear guidelines defining delegated authority to staff for repairs expenditure within budget, and clear procedures for authorising expenditure outwith budget.

## **7. INFORMATION**

7.1 We will make available to all tenants current, relevant information on our Reactive Repairs Policy and associated procedures. This information will include response times for repairs and procedures for reporting repairs, emergencies, re-chargeable repairs, tenant alterations and all other relevant matters.

7.2 In addition we will make details available to tenants of the Association's complaints procedure and of other remedies available to tenants if we fail in any of our responsibilities in this area..

7.3 We will encourage feedback from tenants and staff as part of our commitment to continuously improve our service. The Association will issue Repair Satisfaction Cards for all repairs reported by tenants.

## **8. TRAINING**

- 8.1 The Repairs Service Co-ordinator is responsible for ensuring all staff involved in the repairs process are adequately trained in the Association's procedures and our legal obligations.

## **9. EQUAL OPPORTUNITIES**

- 9.1 The new Housing Association is committed to ensuring equal opportunities and fair treatment for all.
- 9.2 The new's commitment to equal opportunities and fairness will apply irrespective of factors such as gender or marital status, race, colour, disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions.
- 9.3 The Association will address the specific needs of minority ethnic groups, people in supported housing or with disabilities, the infirm, the elderly and the housebound through establishing procedures tailored specifically for them.

## **10. PERFORMANCE MONITORING**

- 10.1 The Head of Housing will report regularly to the Housing Management Sub-Committee on the Association's performance against agreed targets, standards and budgets.
- 10.2. Any amendments to this policy will be submitted to the Housing Management Sub-Committee approval.

## **11. CONSULTATION**

Area Associations and other tenant groups will be consulted on this Policy.

## **12. RESPONSIBILITY**

The Repairs Service Co-ordinator with the assistance of all Housing Team Leaders is responsible for ensuring this policy is implemented. The Head of Housing is responsible for monitoring and reviewing this policy.

## **13 REVIEW**

This policy and associated documentation will be reviewed in February 2010 or earlier if statute and good practice dictates.