



REPAIRS POLICY

POLICY NO.31

Date of Review	November 2023
Date of Next Review	November 2028
Regulatory Standards of Governance and Financial Management	<p>Regulatory Standard 1:</p> <p><i>The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.</i></p> <p>Guidance: 1.3</p> <p>Regulatory Standard 2:</p> <p><i>The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.</i></p> <p>Guidance: 2.4</p> <p>Regulatory Standard 3:</p> <p><i>The RSL manages its resources to ensure its financial well-being, while maintaining rents at a level that tenants can afford to pay.</i></p> <p>Guidance: 3.1</p>

1. INTRODUCTION

The Association's Business Strategy sets out a series of strategic priorities, the main priority relating to the repairs being:

Priority-3 Quality of our homes

Our tenants also expect a repairs service to be in place and good practice dictates that the Association provides a suitable Policy embracing all aspects and functions of the repairs service.

From the Association's point of view, it is also good business practice to implement such a Policy which sits under our Asset Management Strategy and acts, to a certain extent, as an umbrella document, drawing together various other policies and parts of policies, e.g. Procurement Policy, Right to Repair Policy, Recharges Policy.

2. REASONS TO REPAIR

2.1 The need to repair the Association's property may at first seem rather obvious. However, there are other factors which oblige the Association to repair including when and how this should be done. This section lists those factors although the list may not be exhaustive.

2.2 Legal Requirements

The Association as a landlord, is under a general obligation to keep its properties wind and watertight and generally fit for human habitation. It is also affected by a number of specific legal requirements, including the Right to Repair which governs both the need to repair and the execution of the work. Some of these requirements apply directly to the Association whilst others may be transmitted through a third party, e.g., Building Contractor.

The Association will undertake to comply with the relevant legislation together with all other legal requirements which may, from time to time, affect the Association's need to repair its property and environs. Each Tenancy Agreement entered into will state both the Association's and the tenants' responsibilities.

2.3 Scottish Social Housing Charter

The Scottish Government introduced the Scottish Social Housing Charter in April 2012, and it supports the government's long-term goal of creating a safer and stronger Scotland and improving the quality and value of services provided by Registered Social Landlords.

The Charter clearly defines the standards and outcomes that all social landlords should strive for when carrying out their housing activities, as well as assisting tenants and other stakeholders in holding landlords accountable.

There are 16 Standards and Outcomes in the Charter that are reported on as part of the Annual Return on the Charter (ARC). In implementing this, the Association specifically aims to achieve the following Charter Outcomes:

1: Equalities

Social landlords perform all aspects of their housing services so that:

- *every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.*

2: Communication

Social landlords manage their businesses so that:

- *tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.*

3: Participation

Social landlords manage their businesses so that:

- *tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.*

4: Quality of housing

Social landlords manage their businesses so that:

- *tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing (EESH).*

5: Repairs, maintenance and improvements

Social landlords manage their businesses so that:

- *tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.*

2.4 Other Requirements

Other than the Association and its tenants, a number of other parties have an interest in ensuring that the housing stock is properly maintained. The Association will ensure that those interests are protected and at the same time the Association is not put at risk for failure to repair/maintain.

The two parties to which the above generally applies are:

- (i) Financial lenders who may hold security over the Association's property.
- (ii) Insurance companies who may provide risk cover for the Association's property.

3. CLASSIFICATION OF REPAIRS

3.1 Repairs and Maintenance falls into 4 main categories:

- (i) Reactive (Day-to-Day)
- (ii) Cyclical
- (iii) Planned/Major
- (iv) Improvements

(i) **Reactive (Day-to-Day)**

This covers all routine repairs which may be identified by tenants, staff or third parties. This policy deals primarily with the reactive repairs service and the Association's arrangements for dealing with reactive repairs.

(ii) **Cyclical**

This includes maintenance which has to be carried out on a cyclical basis, i.e. external painter work. This class of repair is dealt with under the Asset Management Strategy.

(iii) **Planned Maintenance/Major Repairs**

The Planned Maintenance Programme is based on the Association's Life Cycle Costings. Planned maintenance predicts the lifespan of each major component and sets a programme for each component's replacement and estimated costs for replacing each item. This class of repair is dealt with under the Asset Management Strategy.

(iv) **Improvements**

Improvements are the alteration of, or addition to, the property. This can include the provision of new features, or the replacement of existing components with elements of a significantly higher standard than that at the time of the initial installation. This class of repair is also dealt with under the Asset Management Strategy.

3.2 The following repairs and maintenance provisions are included in this Policy:

- (i) Servicing and repair of gas central heating systems *[See 3.3 below]*
- (ii) Adaptations *[See 3.4 below]*
- (iii) Electrical Safety *[See 3.5 below]*

All of the above should be ordered in accordance with our Procurement Policy and repairs ordering procedures.

3.3 **Servicing and Repair of Gas Central Heating**

The Association is required by law to have safety checks carried out on gas heating and hot water systems once a year.

The Association will ensure a contractor is in place to carry out this function and the repair of all gas central heating systems.

A separate contract will be entered into for the gas servicing, giving the following levels of service:

Total or partial loss of heating or hot water	Call out on the same day
Serious uncontrolled water leak	Attend to make safe as per Emergency Callout Criteria
Small leak	Call out within 3 days
Loss of gas supply	Call out on the same day

The Association will operate an out-of-hours emergency service for gas heating repairs. The contract for gas servicing and repairs will stipulate the levels of service including, which parts should be available as part of the contract. All work not included will be ordered as per this Policy and the repairs ordering procedures.

3.4 **Adaptations**

All requests for adaptations must be accompanied with a report from an Occupational Therapist or other suitably qualified expert. Completed adaptations will be reported to the Board of Management within the quarterly Repairs Reports.

Consideration will always be given to ensure that the adaptation will not alter the layout or services within a house that would restrict a future let.

The demands made on the Association to provide adaptations are a relatively unknown quantity, therefore approvals should only be given subject to Government funding – otherwise there may be an uncontrollable drain on our resources. The Association will not ordinarily directly fund adaptations over and above our annual funding allocation. However, requests for adaptation works above the funding allocation **may** be considered for approval from within our Repairs and Maintenance budget at the discretion of the Housing Manager.

Works unable to be funded in any given year may be carried over to the following year's budget allocation, dependent on the considered priority for the adaptation. Should there be a need to prioritise requests then this should be done taking account of the priority indicated by the suitably qualified expert.

3.5 Electrical Safety and Electrical Appliances

Electrical Safety

The Association has a duty of care to ensure all properties have electrical systems that are in a reasonable state of repair and proper working order, at the start of the tenancy and at all times during the tenancy.

We also have a duty to ensure tenants, staff and others can use their buildings and facilities safely. This extends to taking all reasonable steps to mitigate any risks associated with electrical installations both within our housing stock, our office, and other premises.

The Association is required to carry out periodic checks of electrical installations. We will carry out those checks every 5 years, in line with our planned and cyclical maintenance programmes. We will also carry out electrical safety checks at all changes of tenancy.

Electrical Appliances (This refers to electrical appliances owned by the Association only).

Regular inspection and testing of all portable electrical appliances owned by the Association will be carried out by a specialist Contractor in accordance with the Electricity at Work Regulations (1989). Funding for this will be provided for within the office equipment maintenance budget allowance as the cost is relatively small.

3.6 Service Records

Service records for all the above will be held on the Association's housing management system.

4. REPORTING/IDENTIFYING REPAIR

4.1 Section 4 - Section 7 deals with our Reactive Day-to-Day Repairs. The following describes the ways in which a repair can be identified and actioned.

- (i) Identified by: Tenant
Association staff
Third party e.g. Police, Contractor, Household Member
- (ii) Ordered by: Tenant – *(for emergencies when office closed)*
Designated staff – *[See also Financial Regulations]*
Third party – *(for emergencies, e.g. Police)*

4.2 All repairs initially ordered by others who are not staff will require a confirmation order to be issued to the contractor by the Association.

4.3 Processing of orders and invoices will be carried out in accordance with the Financial Regulations and our internal procedures.

5. RESPONSE TO REPAIR REQUESTS

5.1 All repairs will be ordered as per the Repairs Ordering and Response Times procedure and tenants will be given a repairs survey which will clearly indicate:

- (i) What the repair consists of (description)
- (ii) The name of the Contractor and/or trade required
- (iii) The target date for completion by the contractor i.e.:

EMERGENCY: To remove source of direct hazard to life or property within 4 hours of notification, where practicable

URGENT: Attend within 3 working days

ROUTINE: Attend within 10 working days

5.2 Priority/response times are contained in the Tenants Handbook, the Services/Repairs section on the Association's website and the Repairs Ordering and Response Times procedure.

5.3 Upon completion of the work by the tradesman, tenants are asked to complete and return a Tenant Repair Satisfaction Questionnaire which will help the Association monitor response times and the individual contractor's performance.

5.4 Tenants will be advised if the repair they are reporting comes under the Right to Repair legislation and of the Association's procedure for dealing with such repairs.

5.5 When a repair is reported to the office, it may not be immediately clear what work would be required to set it right or whether it is the Association or Tenant's responsibility to do this [See Section 6]. In such cases, the Association will arrange for a member of staff to inspect the repair within 10 working days.

6. RESPONSIBILITIES FOR REPAIRS

6.1 The responsibility for repairs generally falls into one of three categories:

(a) **Landlord's Responsibilities**

As outlined in the Tenancy Agreement and Tenants Handbook.

(b) **Tenant's Responsibilities**

As outlined in the Tenancy Agreement and Tenants Handbook.

(c) **Third Party Responsibilities**

This applies to areas or facilities within any of the Association's developments not owned by the Association, and covers adopted roads, footpaths and street lighting, together with public utilities such as electric, gas and water mains. Similarly, any services provided directly by a third party to a tenant will be repaired/maintained either by the tenant or the provider through a contract, and not by the Association, e.g., Television/Broadband, specialist equipment provided by Social Work etc., and gas/electrical meters.

- 6.2** Where a third party under no contract to either the Association or a tenant fails to properly repair, then the Association will take the necessary action to ensure there is no adverse effect to the tenancy. For example, failure by Fife Council to repair streetlights may cause some concern for some tenants and thus affect the security in their home; the Association may then take appropriate action to resolve the situation.

7. RECHARGEABLE REPAIRS

In certain circumstances, the Association may have to carry out repairs that are not our responsibility and recharge the responsible party. This may be the case where we need to rectify damage caused by misuse, neglect or accidental damage, or for communal works where other parties (i.e., owners of adjoining properties) are responsible for a share of the costs.

In such circumstances the Association will follow its Recharges Policy and procedures.

8. FUNDING FOR REPAIRS

- 8.1** Funding for all repairs and maintenance will be generated from the Association's revenue, based upon rental income. The Annual Budget will clearly show allowances for reactive repairs for that year.
- 8.2** The following cost centres will be used initially to identify the funding need and secondly, to permit monthly Management Accounts to be produced which will monitor spending:

Description

- Repairs & Maintenance (R&M)
- R&M (Rechargeable) – charged out; payment in/written-off
- R&M (Gas Servicing - Monthly)
- R&M (Void)
- Adaptations

- 8.3** Annual budget allocations for reactive repairs will be based upon data from previous years, allowing for changing levels of housing stock, ageing of stock, knowledge of any

forthcoming planned maintenance projects and anticipation of changes to contractors' pricing/costs.

- 8.4** Should at any time the Association be faced with extraordinary expenditure for which there is insufficient funding allocated within the budget, then the appropriate staff member will provide a report to Board for consideration. This report will take the form of a full assessment of the situation and will show the financial implications of proceeding with the works or not.

The following factors will also be considered:

- (i) Future rent loss
- (ii) Contractual obligations to tenants
- (iii) Legal requirements to proceed
- (iv) External funding
- (v) Security for (iv)
- (vi) Insurances and/or latent defects

Although the possibility of such a situation remains very small, it is recognised that should it occur then all options must be considered, including seeking expert advice.

9. DELEGATION OF AUTHORITY AND RESPONSIBILITY

- 9.1** Overall control of the maintenance and repair function rests with the Board of Management. Reactive repairs obviously occur on a day-to-day basis, therefore the operation of this function is delegated to staff. A series of detailed procedures have been adopted to ensure that such repairs, including emergencies, are efficiently carried out.
- 9.2** Reactive repairs ordering remains subject to the Association's Financial and General Regulations and its Procurement Policy.

In summary the following staff members are eligible to issue orders for work up to the value stated:

Administration Staff	-	up to £ 500
Housing Officers	-	up to £1,000
Housing Manager /Corporate Manager	-	up to £5,000
Director or Housing Manager in Absence	-	up to £10,000

- 9.3** Orders exceeding £10,000 must be procured via the process laid out in our Procurement Policy.
- 9.4** Repairs under £10,000 should normally be ordered as per item 8.4 of this Policy and our Procurement Policy. The Director may, in certain circumstances, obtain two competitive quotations, e.g., where a repair or replacement is likely to be repeated on a fairly regular basis.

10. EXTERNAL CONSULTANTS

- 10.1** The staffing complement of the Association is such that almost all repairs and maintenance works covered by this Policy will be actioned 'in house'.
- 10.2** There may, however, be an occasion where an incident has occurred which requires the opinion and assistance of an external consultant or professional, e.g., where there is a possible structural fault, a structural engineer should be brought in.
- 10.3** The Association's Director can obtain the services of the relevant consultants where the cost is likely to be less than £10,000. All other consultants for day-to-day repairs will be engaged as per our Procurement Policy and normally require Board approval.

11. INSURANCE CLAIMS

- 11.1** When a repair has been identified as a potential Insurance Claim, then the Insurance Broker will be contacted immediately for advice. Other than works to make safe, no work should be undertaken until clearance is given by the Broker, Appointed Agent, or Loss Adjustor.
- 11.2** As soon as possible after a potential claim has been identified, a claim form must be submitted to the Insurance Company via the Broker. This is known as an intimation of claim and further details such as costs will follow at a later date.
- 11.3** Insurance Claims can be complex and are open to interpretation by different parties. Where such claims arise, the Housing Manager in liaison with the Insurance Broker, will directly negotiate with the Insurance Company/Loss Adjustor and advise the Director and Board accordingly. Where claims are very complex, external Consultants will be considered to represent the interest of the Association. The main objective of insurance claims is to minimise the loss to the Association.
- 11.4** All claims will be entered into the Insurance Register and each claim will be monitored to ensure that it is being processed as quickly as possible.

An Insurance Register will be kept and updated as required. The Register will record the following:

- (i) Date of incident
- (ii) Nature of incident
- (iii) Date claim was submitted to Insurance Company
- (iv) Amount of claim
- (v) Remarks
- (vi) Date of final settlement
- (vii) Amount of final settlement
- (viii) Any recharge invoice to tenant (for excess charge)

Each claim will be allocated a claim reference number. All paperwork relevant to each claim will be filed separately with the claim file to ensure all data is together, e.g. claim form, estimates, invoices and letters from Loss Adjustors etc.

- 11.5** The Insurance Administrator will be the Director who will delegate some of the duties of a claim to other staff.
- 11.6** The Association will ensure that all of its properties are adequately covered by insurance to the full reinstatement value. Reference should be made to the Insurance Company's Policy, Schedule and Guidance Notes for a full explanation of cover provided and full details of their Claims Procedure.

12. MONITORING & REPORTING

12.1 The monitoring of performance of Contractors will be carried out as follows:

- (i) Tenants' completed satisfaction surveys will check tenant satisfaction as to the quality of work carried out by contractors.
- (ii) 20% of all completed day-to-day repairs to be post inspected to confirm works have been carried out correctly and to a proper standard. The following criteria will be used for post inspecting repairs:
 - 1 All work by new contractors during the run-in period.
 - 2 All repairs to void properties.
 - 3 Jobs on which the contractor performed poorly in the past.
 - 4 Works invoiced over £1000.
 - 5 To follow up any complaints.

12.2 An ongoing Contractors' review is carried out by the Director and the Housing Manager, and in addition to items (i) and (ii) above, the following are also taken into account to assess performance:

- (a) Dealing with call backs and making good defective works.
- (b) Time taken and manner in which other requests, e.g. quotations, technical queries are dealt with.
- (c) Final cost of repairs comparison with indicative costs.

12.3 Reporting procedures with regards to information to the Board will comprise of a quarterly Repairs Reports prepared by staff as follows:

- (i) All repairs in excess of £1000.
- (ii) Unusual repairs, or repairs which may lead to consequential problems.
- (iii) Adaptations.

- (iv) Special reports dealing with major works, e.g. cyclical repairs.
- (v) Contractors' performance relating to the Association's target timescales.
- (vi) Decoration allowances.
- (vii) Rechargeable repairs.
- (viii) Feedback from Tenant Repair Satisfaction Questionnaires
- (ix) Number of pre-inspections carried out.
- (x) Number of post-inspections carried out showing percentage of repairs completed satisfactorily.
- (xi) Any compensation claims from tenants.
- (xii) Right to Repair claims.
- (xiii) Tenant Safety

13. INFORMATION TO TENANTS

- 13.1** Each tenant will be issued with a Tenant Handbook which will detail their responsibilities and give appropriate information with regards to reporting a repair, actioning an out-of-hours emergency and generally advising tenants of good maintenance practice, e.g. replacement batteries to smoke detectors.
- 13.2** Other forms of information may be required to be distributed to tenants from time to time and is likely to comprise of the following:
- (i) Advisory leaflets as required, e.g., frost protection or mould prevention.
 - (ii) Advance warning leaflets
 - (iii) Updated instruction leaflets
 - (iv) Street, Block or Public Meetings, including the use of company/contractor presentations where appropriate.

14. APPOINTMENT OF CONTRACTORS

- 14.1** Contractors will be appointed in accordance with the Association's Procurement Policy and detailed procedures.
- 14.2** The Association will ensure that a suitable network of Contractors is in place to meet the requirements of this Policy and that all repairs and maintenance, including emergency cover, is provided for.

15. IMPLEMENTATION AND USE OF THIS POLICY

- 15.1** The following policies, procedures and documents should be read in conjunction with this Policy.
1. Asset Management Strategy
 2. Procurement Policy

3. Right to Repair Policy
4. Recharges Policy
5. Right to Compensation Policy
6. Selection of Consultants Policy
7. Equality & Diversity Policy
8. Partnering Agreement
9. Repair Ordering Procedure
10. Tenancy Agreement
11. Business Strategy
12. Financial Regulations
13. Standing Orders & Delegated Authority

15.2 Future legislation and requirements from the Scottish Government or the Scottish Housing Regulator may require more policies, or at least amendments to the above. Such changes will take into account their relationship with this Policy.

16. COMPLAINTS

As per our Complaints Handling Procedure, Glen Housing Association is committed to providing high-quality customer services. However, if anyone does wish to raise a complaint, this can be done so in person at any of our offices, by telephone, in writing, by email or using our complaints form on www.glenhousing.co.uk

17. OUR COMMITMENT TO EQUALITY & DIVERSITY

Glen Housing Association is committed to promoting fair and equal treatment for all and is opposed to any form of unlawful discrimination. We operate an Equality & Diversity Policy which informs all aspects of our business and ensures we adhere to the Equality Act 2010.

In line with our commitment and upon request, the Association can make this Policy available, free of charge, in a variety of alternative formats including large print, audio, Braille and community languages.

18. GENERAL DATA PROTECTION REGULATIONS

The Association will treat all personal data in line with its obligations under the current data protection regulations and its own Privacy Policy. Information regarding how personal data will be used and the basis for processing it is provided in the Association's Fair Processing Notice.

19. REVIEW

This Policy will be reviewed on a five yearly basis unless there is a requirement to review earlier in response to new legislation/policy guidance. Reviews will consider changes to legislation, regulations, performance standards and good practice.

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