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Department	Asset Management
Title	Maintenance Policy
Responsible	Director of R3 & Asset Management
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1.0 INTRODUCTION

1.1 We aim to ensure the comfort and safety of our tenants and the long-term value of our housing stock, by providing a comprehensive, effective and efficient maintenance service.

1.2 This document describes our policy for our repair and maintenance service. Maintenance is categorised under the following headings:

- Day-to-day (routine) repairs
- Emergency out-of-hours repairs
- Empty Homes Maintenance (including planned component replacement)
- Cyclical maintenance
- Planned maintenance
- Major repairs

1.3 We recognise that the provision of a repair and maintenance service is one of our most important functions.

2.0 LEGAL & REGULATORY FRAMEWORK

2.1 We will comply with all relevant legislation and regulations including the following (the list is not exhaustive):

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- Building (Scotland) Regulations 2004
- Housing (Scotland) Act 2001
- The Gas Safety (Installation & Use) Regulations 1998
- CDM Regulations 2015
- Equality Act 2010
- Data Protection Act 2018

2.2 We will also comply with the Scottish Housing Regulator's Social Housing Charter Indicators which support the requirements of the Scottish Social Housing Charter, and in particular, the following outcomes:

Equality	Social landlords perform all aspects of their housing services so that: They support the right to adequate housing, and 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
Communication	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
Participation	Tenants and other customers are offered a range of opportunities that make it easy for them to participate in, and influence their landlords decisions at a level they feel comfortable with
Quality of Housing	Tenants' homes, as a minimum, when they are allocated are always clean, tidy and in a good state of repair, meet the Scottish Housing Quality Standard (SHQS), and any other building quality standard in place throughout the tenancy, and also meet the relevant Energy Efficient and Zero Emission Heat Standard
Repairs, Maintenance and Improvements	Tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done
Value for Money	Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay

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2.3 This policy also takes account of the following policies and procedures:

- Maintenance Legal Obligations Policy
- Empty Homes Policy
- Procurement Policy
- Chargeable Repairs Policy
- Mutual Repairs Policy
- Complaints Policy and Procedure
- Tenant Participation Strategy
- Communication Strategy
- Customer Care Policy and Procedure
- Equality & Human Rights Strategy & Equality & Diversity Policy
- Health & Safety at Work Policy

2.4 There are a number of agencies involved in the oversight and regulation of building safety:

- The Health and Safety Executive
- Local authorities
- The Care Inspectorate
- The Fire Service
- Scottish Public Services Ombudsman
- Scottish Housing Regulator
- OSCR

2.5 Building Safety is very important to us, to ensure the safety of our tenants and our housing stock. Some of the main areas of importance include (the list is not exhaustive):

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- Fire safety – alarm systems, evacuation measures, flammability of certain materials, fire doors
- Gas servicing and general gas safety
- Electrical safety, including alarm systems
- Damp and mould
- Asbestos
- Legionella virus in water systems

2.6 We will ensure that all aspects of our maintenance service comply with our Equality and Diversity policy. We will not discriminate unlawfully in the operation of this policy on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity; race, religion or belief, sex, or sexual orientation. We aim to promote equal opportunities and comply with the requirements of the Equality Act 2010.

3.0 OBJECTIVES OF THE MAINTENANCE SERVICE

3.1 The objectives of the maintenance service are that:

- Any emergencies are made safe speedily and then fully repaired promptly and efficiently
- We provide a prompt and efficient response to urgent and routine repair requests from tenants
- Our statutory obligations as a landlord are fulfilled
- We prepare and implement a programme of Planned and Cyclical maintenance, to ensure that predictable areas of potential deterioration are addressed
- Consultants and Contractors that we employ achieve high standards of performance and provide value for money
- We undertake life cycle costing exercises as necessary to assess the potential costs of planned and cyclical maintenance
- We set aside adequate funds annually to resource the costs of annual repairs and planned and cyclical maintenance

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- Wherever possible, we give tenants choices in the maintenance of their home
- We achieve high levels of tenant satisfaction

3.0 STANDARDS

3.1 We will ensure that:

- The provisions of the Building (Scotland) Regulations 2004, the associated Technical Standards and any amending or superseding regulations are met as required
- Our contract documentation meets all current regulations and good practice, and that we clearly specify the standards to be met
- We meet the standards (including reporting standards) required by the Scottish Housing Regulator
- We only employ Consultants and Contractors who are willing and able to abide by the terms and conditions of our contracts for maintenance works and achieve the standards required
- All Consultants and Contractors are registered with the appropriate regulatory bodies and are adequately insured
- We monitor and appraise the performance of all Consultants and Contractors employed on planned and cyclical maintenance projects to determine whether they should be included in future work
- We monitor and appraise the performance of Contractors employed on reactive maintenance for the following
 - Quality of workmanship, including personal standards of behaviour
 - Quality of materials used
 - Response times to requests for repair work
- We set annual target response times for the various categories of day-to-day repairs - see Section 5
- We achieve value for money

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- Where technically possible, we achieve the standards required by the Scottish Housing Quality Standard and the Energy Efficiency Standard for Social Housing (EESH)
- We consider accessibility issues when designing and delivering maintenance services

4.0 DIVISION OF RESPONSIBILITIES

4.1 Our responsibilities for maintaining the exterior and interior of the properties we own and manage, and the common areas and systems in blocks of flats in which we own one or more properties, are detailed in the Tenancy Agreement together with information contained within elha.com, or in the Deed of Conditions for owner-occupied properties.

4.2 Further details are contained in the procedures which support this policy.

5.0 DAY-TO-DAY AND EMPTY HOME MAINTENANCE

Definition

5.1 Day-to-day maintenance deals with repairs which cannot be planned for. The repairs are usually identified and requested by the tenant when a fault or damage occurs. This part of the repairs service is therefore reactive.

5.2 Empty Homes maintenance deals with works required to a property to make it available for re-let. The repairs are a mixture of statutory safety checks and those identified by staff as being necessary to meet our Lettable Standard. Our Empty Homes policy ensures that empty properties are prepared to an agreed standard, to minimise the time properties are empty and to control rent loss and repair costs. The policy can be found on elha.com: [Empty Homes Management Policy](#)

Response Targets

5.3 In order to target resources effectively and prioritise the important tasks, we categorise day-to-day and repairs to empty homes into the following groups with associated target response times:

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Category	Response within
Emergency repairs	2 hours (to make safe)
Same Day	Attend on same day
Urgent repairs	1, 2, or 3 working days
Empty Home Repair – Quick	5 working days
Empty Repair – Routine	10 working days
Empty Home Repair – Planned	20 working days
Routine repairs	Attendance on the appointed day

All works will be completed within 10 working days of commencement unless otherwise agreed with us.

Details of which jobs fall into which categories are contained in the procedures which support this policy.

6.0 EMERGENCY OUT OF HOURS REPAIRS

Definition

6.1 A definition of 'emergency repairs' cannot cover every eventuality, but the following are examples of works which would fall into this category:

flooding	blocked drains	total heating failure
fire	electricity/gas failure	
building collapse	insecure property	

However, we will take into account any specific needs a tenant may have and may consider an emergency response where individual circumstances make it reasonable to do so.

Call Out System

6.2 We operate an emergency call out system when the office is closed, by which tenants gain access to on-call tradesmen.

The telephone number and details of the service are issued to all new tenants, highlighted regularly in our e-news and printed newsletter, Talkback, and are available on elha.com, our tenants My Home accounts and the office answering machine.

Response Times

- 6.3 We should respond to a tenant within 2 hours, with an appropriate tradesman who will investigate and make safe as required. The tenant must use the system correctly in making this emergency request.

Authority to Instruct Emergency Work

- 6.4 Our Financial Regulations and Authorisation of Expenditure procedures specify the delegated levels of authority to instruct work.

The relevant trades will respond to all requests for a repair out with normal office hours. They will report details to us the following working day and where the repair was not a genuine emergency repair, the costs may be charged to the tenant.

7.0 CYCLICAL MAINTENANCE

Definition

- 7.1 Cyclical maintenance refers to work which is carried out on a regular cycle, e.g. every 3, 5 or 7 years, with the aim of maximising the full physical life of our properties. Examples of cyclical maintenance are external painterwork, cleaning and repairing of gutterings.

Determination of Cycles

- 7.2 The length of the maintenance cycle for each task will be determined by inspection of properties, experience gained over time and legal requirements. Cycles may also vary depending on the nature of the stock, levels of exposure to the elements etc.

Annual Programme

- 7.3 Asset Management staff will prepare an annual programme of cyclical works as part of the annual budget-setting process and submit it for approval to the Audit & Assurance Committee.

8.0 PLANNED MAINTENANCE

Definition

- 8.1 Planned maintenance is concerned with replacing building elements as they reach the end of their useful life. It is normally related to groups of properties and can therefore be undertaken by way of a specific contract or a modernisation programme.

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Programme

- 8.2 The actual programme to be carried out each year will depend on the expected life of building elements (as assessed through stock condition surveys and life cycle costing exercises), commitments resulting from stock transfers, and available finances.
- 8.3 Asset Management staff will prepare the proposed annual programme as part of the annual budget-setting process and submit the programme to the Audit & Assurance Committee for approval.

9.0 MAJOR WORKS

- 9.1 Major works are those repairs which exceed £10,000 in cost and which could not be foreseen. These works are usually substantial and in line with the Association's Procurement Policy, Section 13.0, where they cannot be undertaken through the contract with R3, they will be tendered on a competitive basis via Public Contracts Scotland (PCS) website using Quick Quotes.
- 9.2 A report for information will be presented to the following Management Committee meeting after the contract is awarded to confirm the successful tenderer.

10.0 CONSULTANTS AND CONTRACTORS

Approved Lists

- 10.1 We will draw the bulk of our Consultants and Contractors from Constructionline, a service recognised within the construction industry, Constructionline carries out standard checks on the insurances, registration and qualifications of Contractors and Consultants and membership is by application.

As not all Consultants and Contractors are members of Constructionline, we will continue to maintain a list of suitable firms with whom we may engage as necessary. To be added to this list Consultants or Contractors will have to satisfy the following criteria:

- Have a proven record of quality of service or of workmanship, and relevant experience
- Are financially sound
- Have a Health & Safety policy

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- Are members of relevant professional bodies or accredited trade and safety organisations
- Have current relevant insurance policies, including professional indemnity
- Have an Equality & Diversity Policy (or adopt ours)
- Have a Complaints Policy which aligns to the SPSO Procedure (or adopt ours)

Details of the process for adding and removing Consultants and Contracts from the Approved Lists are contained in supporting staff procedures.

- 10.2 Prior to adding a Consultant or Contractor to the Approved List, we will circulate details to all Management Committee Members and staff to enable them to complete a declaration in accordance with our Entitlements, Payments and Benefits policy (or any policy that replaces this in line with relevant legislation).

Appointment of Consultants and Contractors

- 10.3 We will appoint Consultants and Contractors through either fee negotiation, or competitive tendering, or a negotiated partnering agreement as appropriate. Details of the process are contained within the Procurement Policy and supporting procedures.

Competitive Tendering

- 10.4 Where we appoint Consultants or Contractors through competitive tendering, we will follow our Procurement policy and procedures on the issue, receipt, opening and acceptance of tenders.

Conditions of Contract

- 10.5 We will carry out minor works as part of the day-to-day maintenance programme as work arises. The standard Conditions of Contract for reactive maintenance will be the National Housing Federation Form of Contract and the levels of service to be applied to all minor works are detailed in the procedures which support this policy.
- 10.6 For larger works in excess of £10,000 the Conditions of Contract will be the Scottish Minor Works Contract.

11.0 CHARGEABLE REPAIRS

- 11.1 A chargeable repair arises where a tenant, member of their household or visitor causes damage to, or loss of, our property by a deliberate action or neglect.

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- 11.2 'Fair wear and tear', usually defined as 'deterioration due to normal usage of the house', is not chargeable and we will carry out such repairs as part of the normal maintenance service.
- 11.3 We will consider charging tenants for abortive emergency callouts and, in exceptional circumstances, for wasted time or abuse of the services we provide. We will also consider charging tenants where we have agreed an appointment for complex works and no access has been given when the contractor arrives. When applied, this charge will normally be the full cost of the service provided. Full details are on elha.com within our Chargeable Repairs policy. [Chargeable Repairs Service](#)

12.0 ALTERATIONS AND IMPROVEMENTS

- 12.1 Tenants wishing to carry out alterations or improvements to their home must first receive our written permission together with approval of the proposed work. We will respond in writing within one month of receipt of their written application and will not refuse permission unreasonably. If we refuse a request, a tenant can appeal to the Sheriff Court. If we fail to respond within the legal timescale, it must be assumed that we have given consent to the work being carried out.
- 12.2 As part of the conditions for granting approval, staff will require access to inspect the completed work. Should we find that the workmanship is unsatisfactory or unsafe, we will inform the tenant and they will have to carry out the necessary work to meet the required standards. If, after a given period depending on the nature of the work, the standard of workmanship remains unsatisfactory, we will arrange for the necessary work to be carried out and will charge the tenant for the costs involved.
- 12.3 Where a tenant has carried out certain improvement works with our consent, they may be entitled to be compensation for the costs of those works when their tenancy comes to an end. The tenant must make a written request for compensation within the 28 day notice period. 'Qualifying Works' are defined in the Housing (Scotland) Act 2001. Compensation will be calculated and paid on the termination of the tenancy in terms of the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.

13.0 TENANT'S RIGHT TO REPAIR

- 13.1 Tenants have the right to have small urgent repairs carried in a given timescale. This is called the Right To Repair scheme. 'Qualifying Repairs' are determined by the Housing (Scotland) Act 2001. When a tenant reports a repair, we will tell them if it qualifies under the Right to Repair.

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- 13.2 If we do not start the qualifying repair within the time limit set, a tenant can ask another contractor from our approved list to carry out the repair who will tell us that they have asked them to carry out the repair. We will compensate a tenant in instances where a repair, which has been categorised as Right to Repair works, and has not been responded to within a specified period.

14.0 DEFECTS LIABILITY PERIOD

- 14.1 We will provide those tenants occupying new build properties which are covered by the Defects Liability Period (usually 1 year following the completion of contract) with information about our policy and procedures on defects liability included in the New Tenant Information Pack.
- 14.2 Faults etc. which are the responsibility of the Contractor to repair will be passed on as described in the procedures, and the response to such repair requests will be monitored throughout the defects period.
- 14.3 Faults which are our responsibility to repair will be dealt with as described in this Maintenance Policy and the supporting procedures, subject to any agreed variations for properties covered by defects liability.
- 14.4 Disputes over responsibility for repair of an alleged defect will be resolved by the Employer's Agent or our professional consultant.

15.0 INSURANCES

- 15.1 We will maintain comprehensive Buildings Insurance for all our properties and will also be responsible for taking out Buildings Insurance for blocks where we act as Factor.
- 15.2 Claims will be recorded and made in accordance with current procedures.

16.0 FUNDING FOR THE MAINTENANCE SERVICE

- 16.1 The identification of the annual funding requirements for maintenance services will result from:
- Current and projected expenditure on day-to-day repairs
 - Results of stock condition surveys feeding into the life cycle costing system, which in turn will produce estimates of future Planned Maintenance expenditure

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- The on-going programme of improvements
- The requirements of the Cyclical Maintenance programme
- Any changes in legislation etc. which impact on maintenance services

16.2 Following consideration of the proposed programmes and budgets for maintenance services, the Audit & Assurance Committee will refer the annual maintenance budget to the Management Committee for approval as part of the annual budget setting process.

17.0 TENANT PARTICIPATION

17.1 We will keep tenants informed of their rights and responsibilities, and of the information they require in order to make effective use of the Maintenance Service through the Tenancy Agreement, elha.com and regular articles in the e-news and Talkback.

17.2 We will involve tenants in the choice of such items as colours, kitchen layout etc. where it is feasible and appropriate to do so as part of the Cyclical or Planned Maintenance programmes.

17.3 Tenants will be able to comment on the Maintenance Service through returning the 'satisfaction' form following a reactive repair, through the post-contract survey following each Cyclical or Planned maintenance contract, and through the major Tenant Satisfaction Surveys we undertake at regular intervals. Our Key Tenant Scheme (KTS) unlocks cash discounts and provides added benefits and services to our tenants. As part of KTS there can be a requirement to complete on-line surveys.

17.4 We will consult tenants where we propose material changes to this policy and will invite them to submit comments.

18.0 QUALITY CONTROL

Day-to Day Repairs

18.1 We will specify the standards required for day-to-day and emergency repairs in the appropriate contracts.

18.2 Asset Management staff will inspect a minimum of 20% of all completed repairs, according to the criteria detailed in the procedures supporting this policy.

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- 18.3 Reports on the performance of Contractors as measured by response times and the return of satisfaction forms will be submitted to the Audit & Assurance Committee.
- 18.4 We will hold review meetings with individual Contractors throughout each year as required, and especially where performance is not meeting the required standards or where justifiable complaints about poor standards have been received from tenants.

Cyclical & Planned Maintenance

- 18.5 Monthly progress meetings will be held with Consultants and Contractors undertaking Cyclical and Planned maintenance projects.
- 18.6 Asset Management staff will carry out regular on-site inspections of work in progress.
- 18.7 The performance of Consultants and Contractors who have completed projects in the current year will be reviewed through post-contract surveys of tenants and feedback from staff involved. These reviews will contribute to the annual review of Consultants and Contractors.

Property Condition Surveys

- 18.8 In order to maintain our stock effectively, we will review the condition of our properties from time to time to assist in planning and targeting our maintenance activities.
- 18.9 Asset Management staff will ensure that a condition survey of all the housing stock is undertaken over a five year period, with an average of 20% of the stock being covered each year.

19.0 COMPLAINTS

- 19.1 Our Vision is to provide “Healthy Happy Homes”. We recognise that we will not always get things right and we value feedback from tenants. Effective handling of comments and complaints can improve the quality of services we deliver to our tenants and help foster a culture of continuous improvement throughout the Association.

Anyone who receives, requests or is affected by our Maintenance Service can make a comment or complaint using our Complaints Procedure which can be found on elha.com: [making-a-complaint](#).

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20.0 MONITORING AND REVIEW

- 20.1 The Asset Manager will submit reports on the performance of the maintenance service to the Audit & Assurance Committee. The reports will include performance against set targets or standards (for reactive repairs), progress on cyclical and planned maintenance projects and expenditure compared with budget.
- 20.2 Director of R3 & Asset Management is responsible for ensuring that all staff involved comply with this policy and the supporting procedures.
- 20.3 The policy and supporting procedures has also been checked to ensure that opportunities for bribery or corruption in terms of the Bribery Act 2010 have been minimised.

21.0 POLICY REVIEW

- 20.1 The Director of R3 & Asset Management will review this policy every five years or sooner if there is a change in legislation and will submit recommended changes to the Management Committee for approval.