Policy Document

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Department Asset Management

Title Maintenance Policy

Responsible Director of Asset Management

Next Review December 2023

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
 - 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.
- 1.4 We will ensure that in carrying out our maintenance function we comply with all current law, statutory regulations, the Scottish Housing Regulator's guidance and current 'good practice'. This policy will be supported by our Maintenance Legal Obligations Policy.

In particular we will ensure that all aspects of our maintenance service comply with our Equalities and Diversity policy. We will seek to ensure that all Consultants and Contractors comply with relevant equal opportunities legislation and encourage them to adopt and implement an Equalities and Diversity Policy or to adopt ours.

2.0 OBJECTIVES OF THE MAINTENANCE SERVICE

- 2.1 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
 - 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

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- 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
- Where technically possible, we achieve the standards required by the Scottish Housing Quality Standard and the Energy Efficiency Standard for Social Housing (EESSH)

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 the Tenant's Handbook, 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 VOID 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 Void 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.

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Response Targets

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

Category	Response within
Emergency repairs	2 hours (to make safe)
Same Day	Attend on Same Day
Urgent repairs	1, 2, or 3 working days
Void Repair – Quick	5 working days
Void Repair – Routine	10 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

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 Newsletters and are available on our website, tenants My Home accounts and the office answering machine.

Response Times

6.3 Tenants who use the system correctly should receive an initial response within 2 hours from the appropriate tradesmen in order to investigate and make safe as required.

Authority to Instruct Emergency Work

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

Outwith normal office hours, all requests for a repair will be responded to by the relevant trades. Details will be reported to us the following working day and where the repair was not a genuine emergency, 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 Housing and Property Services Sub-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.

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 Housing and Property Services Sub-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 will be tendered for by approved contractors.
- 9.2 The necessity for these works, the tender results and progress of the works will be reported to the Housing and Property Services Sub-Committee for approval.

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

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- Have a Health & Safety policy
- Are members of relevant professional bodies or accredited trade and safety organisations
- Have current relevant insurance policies, including professional indemnity
- Satisfy our equal opportunities criteria

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

10.2 Prior to adding a Consultant or Contractor to the Approved List, details will be circulated 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 in a separate policy and supporting procedures.

Competitive Tendering

10.4 Where Consultants or Contractors are being appointed through competitive tendering, our policy and procedures on the issue, receipt, opening and acceptance of tenders will be followed.

Conditions of Contract

- 10.5 Minor works undertaken as part of the day-to-day maintenance programme will be carried out 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 The actual cost of the repair, plus an administration fee, will be charged to the tenant. Full details are given in our Chargeable Repairs policy.

12.0 ALTERATIONS AND ADDITIONS

- 12.1 Tenants wishing to carry out alterations or improvements to their home must seek our permission together with approval of the proposed work. Full details of the types of alterations etc. permitted and of the process for seeking permission are contained in the procedure on alterations and additions.
- 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 s/he 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 alterations are permitted which qualify for compensation as defined in the Housing (Scotland) Act 2001, such compensation will be calculated and paid on termination of the tenancy in terms of the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.

13.0 RIGHT TO REPAIR

13.1 We will compensate a tenant in instances where a repair, which has been categorised as right to repair works in terms of the appropriate legislation, has not been responded to within a specified period.

14.0 DEFECTS LIABILITY PERIOD

- 14.1 Tenants occupying properties which are covered by the Defects Liability Period (usually 1 year following the completion of the contract), will be given information about the our policy and procedures on defects liability.
- 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
 - 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 Housing & Property Services Sub-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, the Tenants Handbook, our website and regular articles in newsletters.
- 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.
- 17.4 Where we propose material changes to this policy, we will invite tenants 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.
- 18.3 Reports on the performance of Contractors as measured by response times and the return of satisfaction forms will be submitted to the Housing and Property Services Sub-Committee at least annually.
- 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.

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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 of the housing stock is undertaken over a five year period, with an average of 20% of the stock being covered each year.

19.0 MONITORING AND REVIEW

- 19.1 The Asset Manager will submit reports on the performance of the maintenance service to the Housing & Property Services Sub-Committee at least annually. The reports will include performance as against set targets or standards (for reactive repairs), progress on cyclical and planned maintenance projects and expenditure compared with budget.
- 19.2 The Director of Asset Management is responsible for ensuring that all staff involved comply with this policy and the supporting procedures.
- 19.3 This policy complies with all relevant law and good practice and will be reviewed if changes in either necessitate an early review, otherwise the Policy will be reviewed every five years.
- 19.4 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.