



Reactive Repairs Policy

Date of Approval
September 2019

Review Date
September 2022

Executive Summary

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| Brief Overview: Updating the Association's reactive repairs policy which is reviewed every three years |
| Risks: Medium |
| Relevance to Business Plan: 3.10 Procurement Strategy and procuring new contract |
| Financial Implications: Value for money |
| Equalities: N/A |
| Regulatory Impact: ARC report with regard to general performance and right to repair |
| Recommendations: No relevant changes other than one contractor approach to reactive repairs (contractor selection) |

Foreword

Elderpark Housing Association is committed to ensuring that the Reactive Repairs Policy meets all relevant legal and good practice requirements. The Association is also committed to providing a repair service that is subject to continuous improvement. The Association is generally referred to as “we” throughout this Policy.

This commitment involves regular review of service delivery that satisfies the following principles:

Firstly, we continually challenge all aspects of our repair services to ensure efficiency and effectiveness.

Secondly, we compare service provision regularly against agreed targets, as well as good practice initiatives elsewhere.

Thirdly, we consult with tenants and other service users in the development of this Policy and related services. For example, consultation on Repairs Policy is an important part of the Tenant Participation Strategy.

Finally, we provide repair services competitively to ensure value for money; this will include developing effective procurement and partnership arrangements.

In developing this Policy, we recognise that is linked to a broad range of other strategic policies such as Tenant Participation, Customer Care and Voids that aims to re-let empty housing as quickly as possible to minimise rental loss.

The Association strives to provide services that are:

- sustainable and minimise waste
- user friendly and offer customer satisfaction, for instance, advising tenants regularly of progress in meeting repair targets.
- easily accessible, for example, well-publicised and clearly accountable
- appropriate to staff welfare and safety.

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This Policy can be made available in different languages, as required, or in other formats such as in large print and in Braille.

Section 1: Introduction

We recognise that a quality reactive repairs service is essential if tenant's rights and interests are to be protected. Indeed, repair and maintenance issues form a large part of our Tenancy Agreement that details contractual rights and obligations of both the Association and tenants.

We must also ensure, through effective policy and procedures, that housing stock is maintained continually and adapted to people's changing needs. Critical to this process is the establishment of comprehensive record systems that enable the effectiveness of repair services to be monitored and reviewed.

Section 2 now details the aims and objectives that underpin this Policy.

Section 2: Aims of Policy

2.1 We will carry out reactive repairs in line with legal requirements and good practice guidance. Section 3 details current legal obligations.

Appendix 1 summarises the relevant legal provisions.

2.2 We will categorise repairs by specific categories and complete work within specified time scales. Compensation will be paid to tenants where certain repairs are not completed on time.

2.3 We will consult with our tenants on the development of this Policy; they will also be consulted prior to making changes. We will ensure that tenants are aware of this Policy through various sources including:

- Annual Reports
- Newsletters
- Tenants Handbook
- Tenancy Agreements
- Tenants surveys
- Website

2.4 We will set quality standards that contractors must meet in order to be considered under procurement procedures. This will include commitment by contractors to the principles of our Equal Opportunities Policy.

2.5 We will consult with tenants prior to setting repair budgets, including the implications such budgets may have on rent levels.

2.6 We will seek to recover repair charges owed by tenants. Rechargeable Policy is explained in section 6.

2.7 We will undertake tenant satisfaction surveys through a variety of methods as follows:

- completion by tenants of satisfaction digital surveys
- formal surveys, for example, using staff, consultants, or student research placements
- evaluation of complaints received

2.8 We will ensure that training is provided to relevant staff on the following issues:

- policy and procedures
- repairs law and good practice guidance, including landlord obligations and tenants' rights
- specialist training, for example, information about the building regulations
- equal opportunities
- customer care
- health and safety
- risk assessments

2.9 We will treat any complaints seriously and implement our complaints policy to redress complaints as quickly as possible.

2.10 We will monitor our repairs service through our performance management system. (Appendix 2)

2.11 We review this Policy every three years and consult with tenants in this review. Amendments may be made at regular intervals, though, after full consultation with tenants.

Section 3: Legal Framework

This section summarises the main legal and contractual repair obligations that applies to both the Association and Scottish secure tenants. This is dealt with under the following headings:

- statutory repairs
- contractual

3.1 Repair Obligations: the Association

Legal provisions exist that determine our repair obligations in respect of Scottish secure tenancies. These obligations cover both the standard of repair before the tenancy begins and during the course of the tenancy.

(A) Repairs before Tenancies Begin

At the start of any tenancy, we must ensure that:

The house is wind and watertight and in all other respects reasonably fit for human habitation, and;

That the house is kept in such condition throughout the tenancy, and;

All health and safety requirements are met in full

Those lettable standards comply with the Scotland Act 2001 including external works

(b) Repairs during Tenancies

We must carry out repairs within a reasonable time of notification. (Appendix 3)
Repairs may be notified to us in two main ways: firstly, when the tenant notifies us directly of repairs, secondly, when we become aware of repairs through other means, for example, through routine property inspections.

We must also make good any damage that we cause when carrying out these repairs, for instance, damage to wall decorations when doing roof repairs.

We must first give the tenant or occupier at least twenty hours notice before we can enter their home to view its state and condition, or to carry out repair work needed to make the house wind and watertight. We can enter the tenant's home at any reasonable time, for example, during office hours. The Tenancy Agreement entitles us to force entry to carry out emergency repairs without notice.

3.2 Repair Obligations: the Tenant

Tenants must report any damage to the house, or common parts, as soon as possible.

Tenants must allow access to complete repairs and must be in attendance at all times during the repair stage.

Tenants are responsible for taking care of their house, including carrying out minor repairs and doing internal decorations.

The Tenancy Agreement also details tenants' rights to carry out repairs through a reputable firm and deduct costs from rent due, or to withhold rent.

Tenants can only exercise these rights, however, after they:

Have notified us of the repairs
Allowed us a reasonable time to do the repairs
Have complained using our complaints system,
and either:
Remain dissatisfied with our decision, or
3 months have passed since the complaint was
raised under the complaints system.

3.3 **Right to Repair Scheme**

The right to repair scheme applies to all Scottish secure tenants. We must advise all tenants of the provisions of this scheme annually in writing, including the list of qualifying contractors prepared to carry out the qualifying repairs.

The main purpose of this scheme is to ensure that tenants can have small urgent repairs carried out if we have not completed repairs within specified time scales.

Details of this Scheme are contained within our Right to Repair Policy.

Section 4: Repair Categories and Time Scales

This section sets out our time scales for completion of the various types of repairs. Repairs are monitored on a regular basis to assess if we meet the specified time scales. (Appendix 2)

Reactive repairs are categorised under the following headings:

- emergencies within and out with office hours
- routine
- routine common
- void
- right to repair (qualifying)

4.1 **Emergency Repairs Out With Office Hours**

Emergency repairs are the most urgent types of repairs and cover repairs such as being locked out or flooded from above. The full list of these repairs is detailed in Appendix 4.

Break-ins and broken windows will only be responded to when a police incident or crime reference number has been provided.

4.2 **Urgent Repairs within Office Hours**

See 4.1

4.3 **Routine Repairs**

Routine repairs are minor repairs and cover repairs such as non-urgent, e.g. renew pass door handle or renew WC seat. The full list of these repairs is detailed in Appendix 4.

4.4 **Void Repairs**

Void repairs will be carried out as per the Association's re-let standards.

4.5 **Right to Repair Scheme**

Scottish secure tenants have a right for certain repairs, known as “qualifying repairs” to be completed within set time scales. Where the Association doesn’t complete repairs within these time scales, tenants have a right to compensation. This is covered in our Right to Repair Policy.

Section 5: Contractors Selection, Tendering and Assessments

It is the policy of the Association to have in place an approved list of contractors which is reviewed on an annual basis to ensure high performance, efficiency and value for money

1. Reactive Repairs

1.1 The contractor must complete the Association’s Maintenance Contractors Conditions of Engagement form and meet in full all the criteria set out. If possible the Association employs specialist contractors locally from the Greater Govan area to help to comply with the Association’s sustainability policy and employment opportunity issues.

Contractors must supply copies of their Equal Opportunities and Health and Safety policies, Insurance and Tax Certification and CORGI registration details if applicable.

1.2 All electrical, joiner work, plumber work, roof work and plaster work reactive repairs will be carried out by one contractor who has successfully procured the contract.

A system of a schedule of rates will be in operation.

1.3 Standard of workmanship, material specification, value for money and tenant satisfaction are assessed by post inspection in a minimum random selection of 10% of all reactive repairs.

A tenant’s satisfaction survey card is provided for every reactive repair reported and results are monitored to provide further contractor performance data.

If contractors do not achieve satisfactorily standards the Association’s Management Committee may remove them from the approved list of contractors.

Section 6: Consultation Arrangements

We review this Policy formally as required, through consultation with tenants and other service users.

We will review Policy to take account of changes involving:

- legal matters
- Scottish Government guidance
- good practice guidance

- monitoring or audit requirements

The purpose of any review is to establish whether our Policy is being implemented effectively and to establish areas for possible amendment.

We also monitor the effects of Policy on a regular basis. (Appendix 2)

Section 7: Tenants' Remedies

Tenants have a number of remedies available to them if we don't carry out our repair obligations. Information on these remedies is available in the Tenants' Handbook and also the Tenancy Agreement.

Examples of possible remedies for tenants include:

- exercising the statutory right to repair scheme by calling in an alternative contractor
- suing for damages where these have occurred due to our failing to carry out our contractual obligations
- carrying out repairs (by the tenant using a reputable firm) and deduction of reasonable costs from the rent provided the tenant has:
 - given us notice of repairs
 - repairs have not been done within a reasonable time
 - the tenant has lodged a formal complaint under the internal Complaints system and
 - the tenant is still not satisfied with the decision, or no decision has been made within three months of lodging the complaint under the Complaints system.
- Applying to the court for a court order to require us to carry out the repair. This is known as specific implement (or more accurately an order ad factum praestandum). This remedy has not been successful, however, in Scottish courts and advice should be taken before seeking this remedy.

Useful contacts are as follows:

Govan Law Centre

Section 8. Other General Policies Linked To Maintenance

1. Procurement Policy
2. Health and Safety Policy
3. Complaints Policy
4. Void Policy
5. Sustainability Policy
6. Tenant Participation
7. Estate Management
8. Asbestos Policy
9. Planned and Cyclical Maintenance Policy
10. Selection of Planned & Cyclical Contractors
11. Adaptation Policy
12. Right to Compensation for Improvements Policy
13. Right to Repair Policy
14. Rechargeable Repairs Policy

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Appendix 1: Legal and Good Practice Framework

Housing (Scotland) Act 2001

Scottish Statutory Instrument 2002 No. 316,
The Scottish Secure Tenants (Right to Repair) Regulations 2002.

Scottish Statutory Instrument 2002 No. 312,
The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002.

Chartered Institute of Housing Standards

SFHA Standards

COSLA/Communities Scotland/SFHA (2001),
Performance Standards for Social Landlords and Homelessness Functions.

Building (Scotland) Act 2003

Scottish Housing Quality Standards

Appendix 2: Performance Monitoring (key performance indicators)

In order to monitor the implementation of our Reactive Repair Policy, we currently monitor the following issues

1. Numbers of repairs per category
2. Repairs completion time scales per category
3. Tenants satisfaction survey data
4. Contractors performance
5. Pre and Post inspections
6. Budget criteria
7. Gas service quality control checks

Complaints

- complaints and outcomes
- Tenant Remedies
- Numbers of actions raised and outcomes
(Internal Appeal, Sheriff Court)

Appendix 3: Repair Categories and Timescales in actual days (includes week ends and holidays)

| Category | Examples | Timescale |
|-----------------|--|------------------|
| Emergencies | Locked out Flooding from above | 2 hours |
| Right to repair | Leaking tap Faulty socket | 2 days |
| Routine | Renew pass door handle Renew WC seat | 7 days |
| Routine common | Leaking gutter Renew close wall tiles | 10 days |

*All working days only

Appendix 4: Control of Asbestos

It is the policy of Elderpark Housing Association to provide detailed information and guidance about the duty to manage asbestos in non domestic premises and common areas of domestic properties. (The Control of Asbestos Regulations 2006)

A general survey will be carried out by an accredited company and any Asbestos found will be removed or managed.

The main aim is to manage the risk from asbestos containing materials (ACMs) in premises to make sure that no-one is exposed to asbestos fibres which might lead to ill health.

The Asbestos Management Plan is updated on an annual basis. The location of any ACMs will be recorded on the Associations property records and will 'flag up 'when a repair is being instructed against the property.

Tenants will be advised of the location of ACMs that are to be managed or removed in the property.

Contractors will also be reminded of the location of ACMs if a repair is to be carried out in the vicinity.

Appendix 5: Maintenance Contractors Conditions of Contract

This agreement is intended to regulate the arrangements between Elderpark Housing Association and its maintenance contractors, covering standards of work, observance of statutory requirements and prices among other things.

The Association as the employer reserves the right periodically to review the performance of any contractor in use, across a range of criteria **and if necessary, to exclude those contractors where the Association is not satisfied.**

The contractor, in signing the agreement, undertakes to meet the Association's requirements in full, which are as follows:

- 1) The contractor shall comply with current Health and Safety legislation and to report any accident or breach of legislation to the Association. The contractor will provide evidence of a current Health and Safety policy.
- 2) The contractor, if working with gas appliances, shall comply with Gas Safety (Installation and Uses) Regulations (1994) and with subsequent amendments. The contractor shall provide evidence of current CORGI Registration Certification.
- 3) The contractor shall provide evidence of proper Contractors' Public Liability Insurance and Employers Liability Insurance as detailed below. A minimum indemnity limit of £5,000,000 is required. **N.B.** damage to property caused by the contractor's negligence is the responsibility of the contractor.
 - (a) Injury to or death of persons: The contractor shall be liable for and shall indemnify the Employer against any expense, liability, loss claim or proceedings, whatsoever arising in the course of or caused by the carrying out of the works.
 - (b) Damage to property : The contractor shall be liable for and indemnify the Employer against any expenses, liability, loss claim or proceedings in respect of any damage whatsoever to any property of the Association arising in the course of or by reason of the carrying out of the works due to negligence.
- 4) The contractor must provide, in person, evidence of CIS4, 5 or 6 certification. Failure to do so will result in the contractor being instantly omitted from the Association's approved list of contractors.
- 5) The Association is committed to equality of opportunity and therefore the contractor must adopt their own equal opportunities policies and procedures and provide evidence of such policies.
- 6) The contractor shall pay rates of wages and observe hours or conditions of labour no less favourable than those established for the trade / industry via negotiation or arbitration with organisations representing workers in that trade / industry in the district.

7) In the absence of established rates, the contractor shall pay rates of wages and observe hours and conditions of labour no less than favourable than the general level of rates etc. observed by other employers in generally similar circumstances.

8) The contractor shall recognise the freedom of his employees to be members of an appropriate trade union.

9) The contractor shall make arrangements for the welfare of his employee(s) while carrying out work for the Association. Access to the Association's own welfare facilities may be provided, at the discretion of the Association.

10) The contractor shall provide and be responsible for his own tools, plant, materials, and equipment for the proper completion of any work instructed by the Association, unless otherwise directed by the Association's Maintenance Officer, Assistant or the Director.

11) The contractor shall at all times adhere strictly to the relevant British Standards and Codes of Practice, in relationship to materials and working practices respectively.

12) The Association will require the contractor to have undertaken work for at least six months under close supervision, before being considered for inclusion on the list of approved contractors.

13) Bank and other necessary References relevant to the Association will be supplied upon request.

14) The contractor shall make good any defects appearing within the first 2 months of the completion of the work at no further charge to the Association.

The contractor shall be responsible for leaving the site of any works in a clean and tidy condition and shall be responsible for the removal of rubbish.

15) The contractor must ensure the continuity of the Association's specification. Where this is not possible, through lack of supplies or outmoded practice, the contractor must report any divergence to the Association and agree with the Maintenance Officer (or Assistant) a suitable alternative.

16) The contractor must advise the Maintenance Officer (or Assistant) of any problems which may lead to a delay or failure to complete the work within the required timescale.

17) The Association will pass for payment invoices for work instructed by the Association only if properly supported by a job number covering an official work request specifying the extent of work to be carried out and only where the work is certified by the Maintenance Officer as completed to the Association's satisfaction. The Association will pay invoices within 30 days of issue where the above is satisfied.

18) **Code of Conduct** - The conduct requirements for contractors is set down in a code of conduct so that they are clear what behaviour is expected of them. Where repairs are carried out by contractors the code of conduct will form part of the repairs contract conditions.

Code of Conduct checklist:

- be appropriately dressed/wear any designated uniform
- introduce themselves to the customer and show proof of identity
- explain the nature and purpose of the job
- be polite and courteous to customers and staff
- respond to customers' complaints
- comply with confidentiality guidelines
- behave in a proper manner and to a competent level at all times
- not to smoke, work under the influence of alcohol, use bad language, play radios or cassette players, use the tenant's facilities without permission
- minimise disruption to the customer's home
- take care of the customer's property and possessions and protect these from dust, paint etc.
- be aware of security risks when working in a customer's home
- keep safe all materials and equipment used on site to avoid danger to occupants and visitors
- reconnect and test services such as water, gas and electricity at the end of each working day
- Recompense customers for gas and electricity used where usage is significant (recharge Association)
- clear any rubbish from inside the property at the end of each working day
- remove any rubbish from the garden and other areas outside the property
- comply with health and safety legislation and relevant codes of practice
- comply with equal opportunities good practice

19) The contractor is required to state below the hourly rate(s) of work charged and any minimum rate of charge. Any proposed change to the rate must be notified to the Association and will only be accepted as effective 2 months from the date of notification.

20) The contractor must comply with section 7 of The Housing (Scotland) Act 2001 in relation to the control of payments and benefits. Under no circumstances must any member of the contractor's staff be:

- (a) a member of the Association's Committee of Management, or
- (b) related to or have a close personal relationship with any member of the Association's staff or member of the Association's Committee of Management.

If the contractor employs a person who falls into the above category or is linked in any way with other members of staff within the Association, then the Association's CEO must be informed in writing by the contractor and the matter will then be discussed between the relevant parties and a decision made regarding issuing work to the contractor.

21) The Association will at all times respect the confidence of, and apply confidentiality to, the business and affairs of all contractors and their employees.

22) Where the Association has reason to believe the contractor is not complying with any of the above, the Association shall be entitled to secure evidence of compliance from the contractor. Failure to co-operate in this respect will lead to removal from the list of approved Maintenance Contractors.

Appendix 6 Compensation

It is the Associations policy to pay compensation to tenants when unavoidable damage occurs when carrying out and completing maintenance works.

Compensation Categories

- a) If decoration is damaged the Association will offer compensation up to the value of £200.
- b) If floor coverings are damaged the Association will offer compensation up to the value of £200.
- c) Were flooding has occurred and the Association has provided a dehumidifier compensation of £5 per day will be paid for the use of electricity

Payment

The Association will deduct from compensation payments any sum owed by the tenant including rent arrears, rechargeable invoices and any other housing debt.