# Reactive Repairs Policy

If you have difficulty with sight or hearing, or if you require this document translated, please contact us and we will be happy to provide this information in a format that suits your needs.

# Our Vision, Our Values, Our Strategic Objectives

## Our Vision

A vibrant neighbourhood where everyone can prosper.

## Our Values

Caring, Reliable, Fair, Open and Adaptable

## Our Strategic Objectives




## Equality and Diversity Statement

Elderpark Housing are committed to ensuring people or communities do not face discrimination or social exclusion due to any of the following protected characteristics: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion and belief; sex or sexual orientation.

This document complies with our Equality and Diversity Policy.

We will regularly review this Policy and consider any equalities implications taking the necessary action to address any inequalities (either directly or indirectly) that result from the implementation of this Policy.

# Executive Summary

## Policy Author

This Policy has been developed by the Director of Maintenance Services who has responsibility for the effective implementation and timely review of the Policy.

## Purpose of the Policy

The purpose of this Policy and procedure-is to ensure that the Association meets its legal and Regulatory obligations in delivering an effective and Efficient Responsive Repairs service, which meets the aspirations of the Associations tenants and residents.

## Aims and Objectives of the Policy

The aim of this policy is to ensure staff are aware of the procedures for managing an effective repairs service armed with the knowledge and understanding to issue, monitor and report on repairs issued taking into the account the definitions of each category and the tenants or residents needs at the time of reporting a repair.

## Legislative and Regulatory Compliance

We will comply with all relevant legislation and associated regulations, including:

- The Housing (Scotland) Act 2001
- The Housing (Scotland) Act 2014
- Health and Safety at Work Act 1974
- Equality Act 2010

In terms of the Scottish Social Housing Charter, the Scottish Housing Regulator (SHR) has identified a number of key indicators relevant to housing maintenance by which it will measure landlord performance, including the following:

- Scottish Social Housing Charter compliance - Housing Quality and Maintenance Repairs, 5. Maintenance and improvements
- Equality and Diversity compliance
- Tenant consultation

## Equalities

An Equalities Impact Assessment has been carried out and attached to this Policy as Appendix 1 No Equalities issues have been identified as the Policy relates to the service delivery mechanisms to instruct repairs to tenants and their homes and the common areas. The tasks required to ensure continuity of tenancy and to be complaint with legislation will be applied equally to all properties resulting in no positive or negative impact upon the protected characteristic groups.

## Privacy

Record keeping for the purposes of this policy will relate to the tenant (s) personal details who reside in the associations stock. This will include contactors having access to tenant's personal details for the purpose of visiting properties and a data sharing agreement being in place. All data will be held in line with GDPR requirements. This Policy is written to be open and transparent in line with FOISA. A GDPR Impact Assessment has been carried out

| |
|---|
| and attached to this Policy as Appendix 2. |

## Related Policies

| Policy Title | Location |
|---|---|
| Asset Management Strategy | Currently Being Developed |
| Health & Safety Policy | Health and Safety Policy Statement |
| Risk Management Strategy | Risk Management Policy |
| Privacy Policy | Privacy Policy |
| Equality & Diversity Policy | FOI and EI Policy |
| Complaints Handling Procedure | Complaints Handling Policy and Procedure |
| Factoring Policy | Factoring Policy |
| Freedom of Information | FOI and EI Policy |

# Contents Page


| | | |
|---|---|---|
| 1 | Introduction | Page 6 |
| 2 | Purpose of the Policy | Page 6-7 |
| 3 | Aims and Objectives of the Policy | Page 7-8 |
| 4 | Legal and Regulatory Framework | Page 8-9 |
| 5 | Landlord and Tenant Responsibilities | Page 10 |
| 6 | Responsibility for Reactive Repairs | Page 10 |
| 7 | Reporting a Repair | Page 10 |
| 8 | Processing Repairs Requests | Page 11 |
| 9 | Rechargeable Repairs | Page 11-13 |
| 10 | Repairs Categories and Response Time Targets | Page 13 |
| 11 | Right to Repair | Page 13-15 |
| 12 | Quality Control/Inspections | Page 15-16 |
| 13 | Tenant Satisfaction | Page 16 |
| 14 | Repair Performance | Page 17 |
| 15 | Complaints | Page 17-18 |
| 16 | Review | Page 19 |
| 17 | Appendix 1 – Equality Impact Assessment | Page 20 |
| | Appendix 2 – GDPR Impact Assessment | Page 21 |
| | Appendix 3 – Division of Repairs Responsibility | Page 22-24 |
| | Appendix 4 – Right to Repair Scheme – Qualifying Repairs | Page 25 |
| | Appendix 5 – Code of Conduct and Expectations | Page 26 |

## 1. Introduction

1.1 Elderpark Housing was established in 1975 and currently owns approximately 1340 homes with the majority being in Central Govan although we also have a number of properties within the areas of Ibrox, Kinning Park and Cessnock. In addition to being a landlord we provide a factoring service to approximately 250 owners.

1.2 This policy acknowledges the importance tenants place on having a high-quality property management service from their landlord that is responsive to their needs including during an emergency situation.

1.3 This Policy will address the strategic aims of the Association as it shapes the delivery of the Reactive Repairs Service. In line with the following objectives, it will:

- Facilitate the provision of a high-quality housing repairs service that is continually responsive to the expectations of our tenants and other tenants and residents.
- Lead us to engage and build relationships with our tenants and residents to ensure our service and practice meet their needs.
- Lead us to invest in our people and ensure they have good knowledge and skills to excel in their role within the Association.
- Direct us to the development, regeneration and wider role initiatives in close working with key partners with the aim of improving Elderpark, as well as the quality of life and living conditions of tenants and residents in Elderpark;
- Maintain the financial viability of the Association through contributing to sound business planning, control and achievement of best value in all that we do.

1.4 This document outlines the revised Reactive Repairs Policy In line with legislative and good practice requirements, whilst being fair, and non-discriminatory. The policy has also been assessed to ensure compliance with the Association's Equality and Diversity Policy and meets this standard.

1.5 The Scottish Housing Regulator states that Housing Associations manage their business to ensure that tenants' homes are well maintained, with repairs and improvements carried out when required, and that tenants are given reasonable choices about when work is done. This Policy aims to meet this objective in dealing with reactive responsive repairs.

1.6 This policy is primarily intended to cover all tenanted properties owned by Elderpark. It does not apply to other tenures where the maintenance

responsibility within their property is with a sharing owner, owner occupier or another party.

## 2 Purpose of the Policy

2.1 This policy will concentrate on the reporting and delivery of reactive repairs.

2.2 For the purpose of this policy, reactive repairs are defined as repairs where a failure in a component has arisen on a day-to-day basis and requires to be fixed within a short and reasonable period of time. An example of this, may be a leak under a sink or a light switch not working or a door handle that needs repaired or replaced.

2.3 Other maintenance, investment and improvement work is covered by other specific policies and procedures.

## 3 Aims and Objectives of Policy

3.1 The aims and objectives of this policy is to outline our ambition in delivering a first-class repairs service to our tenants and residents. The policy will be supported by robust procedures and work instructions that will reflect the decision of the Management Committee in relation to this policy.

3.2 Key principals of the policy are outlined as follows: -

- The policy makes it easy and accessible for tenants to report a repair.
- The policy will be made available in different formats on request
- The policy will be made available in different languages upon request
- The policy meets our statutory obligations and regulatory requirements.
- The policy makes provision for offering appointment slots to meet the tenants and the Associations availability.
- The policy allows staff to inform tenants of the target timescale for completing repairs, based on the category assigned to the repair request.
- The policy is implemented to complement and support other maintenance initiatives within the Association.
- The policy makes provision for testing the quality and tenant satisfaction of work undertaken.
- The policy expects findings in quality and satisfaction matters, to continually inform changes to working practices aimed at improving our service.

- The policy identifies repairs that are categorised as Rechargeable and makes allowances for the recovery of monies in relation to rechargeable repairs.

- The policy meets our obligations in relation to performance reporting to the Scottish Housing Regulator.

- The policy is supported by a series of procedures and work instructions reflecting the operational activity that supports the reactive repairs policy whilst outlining employee roles.

- The Reactive Repairs Policy is adequately funded to ensure all aspects of this service area can be delivered.

## 4 Legal and Regulatory Framework

4.1 The legislative requirements include the need to comply with the range of Health and Safety duties imposed upon landlords and various landlord responsibilities set out in the 2001 and 2010 Housing (Scotland) Acts. Various contractual terms are imposed via relevant tenancy, occupancy and management agreements. The Association shall ensure all its practices accord with these terms and requirements.

4.2 Section 31 of the Housing (Scotland) Act 2010 introduced the Scottish Social Housing Charter which sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities. The Scottish Social Housing Charter came into effect on the 1st April 2012 and this sets out 16 standards and outcomes that all social landlords should aim to achieve when delivering housing services. The Charter was reviewed during 2016. The revised charter was approved by Parliament and has been in effect since the 1st April 2017. The relevant Outcomes associated to this policy are:

**Outcome 1 (Equalities)**
‘‘Social Landlords perform in 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’.

**Outcome 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’.

**Outcome 5 (Repairs, Maintenance and Improvements)** is most relevant to this policy, as it specifically deals with repairs maintenance and improvements. Outcome 5 states:

'Social Landlords manage their businesses so that tenant's homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done'.

4.3 From the 1st April 2013 all Local Authorities and Housing Associations (Registered Social Landlords (RSL's)) in Scotland must collect and report on information on a range of indicators developed by the Scottish Housing Regulator (SHR) in support of the Scottish Social Housing Charter. There are key indicators that are used to compare and contrast service delivery across the sector. Each Association is required to report on these in the Annual Return on the Charter (ARC).

4.4 This Policy will ensure that our practice and procedures monitor our performance against these indicators and we continually review results and seek improvements. These indicators will be included in reports for our Housing and Maintenance Sub-Committee and Management Committee and will be supported by commentary on performance.

4.5 The specific indicators in relation to reactive repairs are:

- Average number of reactive repairs completed per occupied property.
- Average length of time taken to complete emergency repairs.
- Average length of time taken to complete non-emergency repairs.
- Percentage of repairs appointments kept.
- Percentage of tenants satisfied with the repairs and maintenance service.
- Percentage of reactive repairs carried out in the last year completed on first visit.

4.6 The Housing Scotland Act 2001, covering Scottish Secure Tenancy Agreements, puts Landlords under an obligation to ensure that the house is kept wind, watertight and habitable. The agreement also extends to providing a repairs service for tenants within a specified timescale which this policy does.

4.7 This policy is aligned to Standards 2, 3 and 5 of the Scottish Housing Regulator's (SHR) Regulation Framework:

**Standard 2**
'The landlord 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'.

**Standard 3**
'The RSL manages its resources to ensure its financial well-being and economic effectiveness'.

**Standard 5**
'The RSL conducts its affairs with honesty and integrity'

## 5 Landlord and Tenant Responsibilities

5.1 This policy outlines the repairs responsibilities of the Association in fulfilling our repair obligations in accordance with the Scottish Secure Tenancy Agreement and relevant legislation to ensure a high-quality repairs service is provided to our tenants and residents.

5.2 Appendix 3 identifies the division of responsibilities for repairs between the Elderpark and the tenant

## 6 Responsibility for Reactive Repairs

6.1 The Chief Executive Officer and the Management Committee have overall responsibility for ensuring adequate resources are made available to enable the objectives of the policy to be met.

6.2 The Director of Maintenance Services has been delegated the responsible person for the implementation of this policy. The Maintenance Services Manager will be the depute responsible person, supported where applicable by the Director of Housing & Customer Services. Their responsibilities include:

Delivery of the key policy objectives as set out herein including designing and implementing procedures, staff training and communication to tenants and residents.

6.3 Responsibility for the delivery of the repairs service is the Director of Housing & Customer Services supported by the Customer Services Officer and Customer Service Advisors.

## 7 Reporting a Repair

7.1 The Association will provide the opportunity for tenants and residents, to report repairs during office hours and when the office is closed. Repairs can be reported by telephone or in person to the office anytime, Monday to Friday 9am to 5.00pm.

7.2 As part of our approach to minimising the disruption to tenants our aim is to manage our repairs service to attain a right first time" outcome for our tenants. Our Customer Services Team shall be requesting that tenants and residents send in photos or a short video to assist in the correct diagnosis of the repair before instructing the repair (s) to a contractor. Tenants and residents can also report repairs to any member of Elderpark Housing Association staff they come into contact with.

7.3 If tenants wish to email their repairs to the Customer Services Team, they should send their email to admin@elderpark.org and include any photos or videos of the repairs issue. Other methods of reporting repairs include reporting via our user-friendly link located on our web site or alternatively by using the Live chat – Please note Live chat is only available during normal working hours.

7.4 When our offices are closed Tenants and residents who phone our office, will listen to a message, advising if their repair request is an emergency, they should phone our out of hour's repairs or gas contractors. Alternatively, if not an immediate emergency they can leave a message which will be picked up by our Customer Services Team member the next day who will action it accordingly.

## 8 Processing Repairs Requests

8.1 The Association will initiate a works order in the repairs module within the Rubixx Housing Management System when it has been established that a reactive repair is required and this need is best met via the Reactive Repairs Process.

8.2 There may be occasions where a repair request is not progressed to a works order, as the work is more appropriately covered by planned programmable work schedules. Alternatively, occasions may arise where we have no repair obligation for certain work and this includes and is not limited to:

- Repairs required as a result of alterations or improvements the tenant has carried out. Elderpark's Tenant Alterations Improvements and Compensation Policy details tenant's obligations for alterations and improvements.

- Repairs to the tenants own electrical goods including and not limited to washing machines, cookers and microwaves Repairs to items such as kitchen units, wall shelves and other items not provided by The Association

- Repairs to lighting installed by the tenant

Our Customer Services Team will always explain this at the time of the repair being reported.

8.3 There may be occasions when the Association decides that the work requires to be pre inspected. In these circumstances an appointment for the inspection will be made at a mutually convenient time during normal working hours

## 9 Rechargeable Repairs

9.1 The Association and its tenants share responsibility for keeping properties well

maintained and safe. Both the Associations and tenants' main responsibilities are detailed in the tenancy agreement and in appendix 3 of this policy.

9.2 Elderpark's Model Scottish Secure Tenancy Agreement highlights that the tenant is responsible for repairing damage caused wilfully, accidentally or negligently by the tenant, anyone living with the tenant or an invited visitor to their home. If the Association decides to carry out the repair work, the tenant must pay us the cost of the repair.

9.3 The definition of a 'rechargeable repair' is a repair, which meets the following:

- The repair is the responsibility of the tenant to carry out (Appendix 3 highlights the division of repair responsibility).
- The damage to the property is due to wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to their property or immediate common parts
- The damage to the common area of the property is due to wilful damage, neglect, misuse or abuse by the resident, their family or visitors of a privately owned property factored by the Association.
- The tenant has failed to provide a police incident number for works they advise have been of a criminal nature
- Repairs required when a tenant has terminated their tenancy to return the property to a re-lettable standard

**Note: factored owners will have responsibilities for common area repair costs where repairs are deemed to be rechargeable**

9.4 Generally, the Association is responsible for repairing and maintaining the structure, property and any fixtures and fittings originally provided. Tenants are informed of their repair responsibilities when they sign their Tenancy Agreement and these responsibilities are outlined in the Tenants Handbook.

9.5 Rechargeable repairs occur when:

- The repair is a result of damage/negligence/vandalism by the tenant, a member of their household, a lodger, a pet or a visitor to the property as per the Tenancy Agreement.
- Loss of keys, resulting in forced entry, replacement lock\barrel,
- providing extra keys and/or repairs/replacements works to door standards, door or locks
- Repairs to/replacement of any fixtures, which have been supplied or fitted by the tenant and are deemed to be unsafe or require replacement
- Repairs required due to a failure to take reasonable care of the home or to report a repair to us as soon as reasonably possible, if this has resulted in further deterioration of the property. Work is necessary at the end of a tenancy to return the property to an acceptable and lettable standard and exceeds what would be deemed as fair wear and tear. This includes costs to clear all

remaining personal items and furniture from the property including floorcoverings.

- Reinstatement of a property as a result of alterations or additions carried out by the tenant without permission or carried out to an unsatisfactory or unsafe standard.

- Forced entry to a property to carry out annual gas safety or 5 yearly Electrical checks where access has not been provided by the tenant
- Call-outs made where the problem found is due to the tenant's unauthorised or defective appliance or installation e.g. faulty cooker or washing machine tripping the electrics. Similarly, where the tenant is responsible for a household appliance such as a toilet or sink being blocked through improper use.
- Damage to property by Police Scotland where they have a legitimate warrant to search a tenant's property.

9.6 There is a requirement for tenants/residents to advise Police Scotland of any damage caused by acts of vandalism and/or criminal activity. A police incident number should be sought and provided to the Association. Failure to follow this procedure may result in the costs being recharged to the tenant/owner involved.

Tenants/factored owners will be advised when reporting a repair whether it falls under the scope of the above list.

9.6 Rechargeable repairs identified by the Customer Service team, Maintenance Team or Housing Team will be highlighted to the Finance Team who shall raise an invoice. Any debts arising from the Rechargeable Repair will be the responsibility of the Housing Management Team to pursue.

9.7 To promote the recovery of monies historically categorised as difficult to recover, the Association will advise in their letter of notification the offer of a 25% discount on the full costs of the rechargeable repair, if payment was made within 28 days of the invoiced being received. Payments beyond the 28th day shall be at the full cost of the Rechargeable repair. This will also be promoted via the Winter Newsletter and on the website.

## 10 Repairs Categories and Response Time Targets

10.1 Repairs will be categorised using the following repair classifications. These will be used as a guide and will generally be adhered to. However, we do recognise that individual circumstances can influence our decision in assigning a repair classification. In such circumstances the Customer Service staff member dealing with the repair request are empowered to make decisions on this matter at the time of considering the repair request.

**Emergency Repairs:** are those where there is a risk to safety, danger to health and to prevent serious damage to the building or total loss of services to the tenant. Our contractor will attend within 2 hours to make safe only or restore services. A follow up Routine job line may be created to fully complete the repair.

**Urgent Repairs**: This applies to any repair that does not fall within the emergency repair category that needs to be completed quickly but is not an immediate risk to health or the safety of the property**.**

**Routine Repairs**: are those that do not seriously interfere with the comfort and convenience of the tenant and cause further problems to the property. Routine repairs will be completed within 7 working days

**Right to Repair**: These are repairs which are within the Scottish Secure Tenants (Right to Repair) Regulation 2002, which provides a statutory scheme in relation to timescales for some types of repairs known as "Qualifying" repairs. Qualifying repairs will be completed within the guideline's timescales (1, 3 or 7 day) of the Right to Repair legislation

## 11 Right to Repair

11.1 We will operate within the Scottish Secure Tenants (Right to Repair) Regulation 2002, which provides a statutory scheme covering 'All Tenants' and recognises that tenants may be compensated up to a value not exceeding £350.00 when repairs which qualify under the scheme, prescribed as 'qualifying repairs', are not completed within a set period Identified in the schedule. The legislation states that a second contractor is listed to complete the works should the Primary contractor fail to complete the works within the prescribed timeline. In Elderpark's case we do not have a secondary contractor listed and therefore, we shall quantify compensation until the Primary contractor completes the works.

11.2 The scheme advises that the repair times depend on the type of repair being reported. The Scottish Government provide a guide to how long repairs should take. Examples provided are:

- If your toilet is not flushing, we will usually have one working day to come and repair it.
- We have three working days to mend a loose banister rail and seven working days to mend a broken extractor fan in your bathroom or kitchen.

11.3 The guidance further advises that these times are set by law, not by Elderpark Housing Association. The guidance helpfully outlines that there may be circumstances which the association or the contractor has no control over which make it impossible to do the repair within the maximum time (for example, severe weather and awaiting materials). In these circumstances, we

may need to make temporary arrangements and to extend the maximum time. If we are going to do this, we will let tenants know.

11.4 Details of the repairs that come under the right to repair scheme are listed in Appendix 4 of this Policy.

11.5 There are also some exceptions to the Right to Repair regulations. The Association will advise you if the repair qualifies or if other factors mean that the repair will be exempt.

The exemptions to the Right to repair regulations are:

If the qualifying repair costs more than £350.00, the repair will be carried out under the applicable timescale.

If the tenant fails to give access to the property for an inspection or for the tradesman. Where the tenant re-reports the repair the process and timescale will start again. Compensation will only apply once the process has re-started for the same repair.

Repairs to common parts where shared costs are involved

- Where the responsibility for the repair lies with the tenant e.g.: rechargeable work.

- Where the responsibility for the repair lies out-with Elderpark HA, for example, a public utility company, i.e. gas supply, water supply, power supply

- Where there are exceptional circumstances such as storm, natural disaster or other extreme weather conditions

- Where a specialist part or material is required or where terms of a guarantee will be infringed.

## 12 Quality Control/Inspection

12.1 A pre-inspection visit may be carried out for repairs which require clarification of the specified measures required to execute the works, or if the repair may require further investigation or to determine if there are any risks to tenants or residents.

12.2 An inspection visit will be undertaken while works are in progress in the following areas:

- Works are of a complex nature and further inspection is required while works are in progress
- Works are being carried out by a contractor and require high access to ensure the access arrangements meet Health and Safety requirements
- Works are valued at including over £1000.

12.3 The quality of repair work undertake will be measured by a post inspection of work for a selection of completed works orders. The post inspection procedure will cover five main aspects of a completed work order.

12.4 The purpose of the post inspection is to identify trends in the service being provided.

The results will help to inform an appreciation of the service provided by Individuals or contractors or to identify training needs, or in more extreme cases extend to corrective action.

The post inspection will address five aspects of completed repairs: -

- Quality of work completed
- Assessment of the materials used
- Time taken to complete the work
- Number of visits taken to complete work
- Tenant's satisfaction with the employees' approach to the task.

12.5 Quality control and post inspections will be directed by a procedure that will outline the detail of what the inspection process will look for and how results will be recorded and reported.

The procedure will also outline the method of arranging remedial work or changes to the job price when required. The inspection resources required for the post inspection and quality control procedure must be proportionate to the activity in particular work areas.

12.6 The following areas will represent the targeted selection criteria for post inspection but might be subject to change if emerging trends in results suggest a more concentrated effort is required in a particular area of the service.

- High-cost repairs >£1000 (informed by Contractor's quote for works and invoices). Repairs included in this category may have been inspected while in progress.
- 'Dissatisfied' responses from Tenant Satisfaction Survey
- Complaints about repairs
- MSP or Councillor's enquiries
- Voids (All)
- Planned Works (All)

12.7 An assessment of the completed job will rank the completed task as being satisfactory or not satisfactory.

12.8 If worrying trends emerge from any of the above elements from the initial post inspections this will lead to a selection of completed jobs by the contractor who completed the work being inspected.

12.9 All post inspection results will be analysed for emerging trends. If the trends identify problems in the delivery of service, the appropriate corrective action will be taken.

12.10 The results of the post inspections will be shared with the contractors and will be included in the contractor's performance report presented to the Housing and Maintenance sub-committee.

## 13 Tenant Satisfaction

13.1 Repairs and maintenance is often the main service area which tenants are likely to encounter therefore we recognise the importance of collecting information on tenants' opinion of the service being provided. Our experience over time has proven that we receive a higher response from tenants responding to a text or email survey via CX-Feedback rather than returning a questionnaire by post.

13.2 The CX Feedback process is triggered when a repair is completed. A text or email survey is sent to the tenant for them to provide feedback on how satisfied they are with the service. Monitored by the Customer Services Officer supported by the Customer Services Advisers, the data received from CX Feedback surveys helps to identify any issues in real time, can identify areas for improvement and measures customer service outcomes.

13.3 The Maintenance Services Manager will determine the most appropriate action required to prevent a reoccurrence of common failure themes.

## 14 Repair Performance

14.1 Repair performance will be reported internally to the Management Committee with more analytic detail being presented to the Housing and Maintenance Sub Committee. Repairs performance will be reported externally to the Scottish Housing Regulator in our Annual Return on the Scottish Social Housing Charter.

14.2 Repair performance measures reported to the Management Committee and Sub Committee internally will be in relation to our Contractors and will include the following:

- Performance in completing repairs against target
- Satisfaction with repairs outcomes

14.3 The Maintenance Manager will monitor the performance contractors and will meet with them on a monthly basis to discuss performance issues, communication, reporting of repairs completions and customer service outcomes.

## 15 Complaints

15.1 Elderpark aims to provide a first-class service to all of its tenants and residents. We will therefore strive to keep service complaints to an absolute minimum by aiming to agree a resolution quickly with the customer and learn from the resolution to develop the services we provide. When early resolution is not agreed and a complaint is received, we will also consider if we can learn from these complaints to help improve service.

15.2 In the event a complaint is received in relation to a reactive repair, this will be assessed at stage 1 of the Elderpark's complaints' procedure. Stage 2 of our complaints procedure will attend to complaints that require further investigation on issues that customers continue to be unhappy with after completion of stage 1. We will investigate and look to resolve stage 1 and stage 2 complaints within 5 and 20 working days respectively.

15.3 Not all investigations will be able to be completed within 20 working days. For example, some complaints may be so complex that they require careful consideration and detailed investigation beyond the 20-day limit. However, these would be the exception, and we will always try to deliver a final response to a complaint within 20 working days. We will notify tenants or residents if we require more than 20 working days to complete our investigations.

15.4 Once the investigation stage has been completed, tenants of Elderpark Housing Association have the right to approach the Scottish Public Services Ombudsman (SPSO) if they remain dissatisfied.

15.5 The SPSO considers complaints from people who remain dissatisfied at the conclusion of our complaints procedure. The SPSO looks at issues such as service failures and maladministration (administrative fault), as well as the way we have handled the complaint.

15.6 The SPSO's details are as follows

By Post:
SPSO
Bridgeside House
99 McDonald Road
Edinburgh
EH7 4NS

In Person
By appointment only by calling Freephone: 0800 377 7330

Online contact: www.spso.org.uk/contact-us
Website: www.spso.org.uk
Mobile site: http://m.spso.org.uk

15.7 Where an owner is dissatisfied with the outcome of their complaint, they are entitled to contact the Housing and Property Chamber, First-tier Tribunal for Scotland.

Contact Details
Glasgow Tribunals Centre
20 York Street
Glasgow
G2 8GT
Telephone: 0141 302 5900
Website: www.housingandpropertychamber.scot

15.8 You can obtain a copy of our complaints procedure by telephoning 0141 440 2244 e-mailing – admin@elderpark.org or by calling into our office. Details of our complaints procedure are also available on the website www.elderpark.org

## 16 Review

16.1 This Policy will be reviewed every three years, with the next review scheduled for March 2026 or earlier if required to take account of: -

- Legislative, regulatory and good practice requirements
- Association performance
- The views of tenants and staff
- Strategic Aims and Association Values

## Appendix 1 Equality Impact Assessment

| | | | |
|---|---|---|---|
| **Legionella** | Reactive Repairs Policy | **New policy or revision of existing?** | Revision |
| **Person(s) responsible for assessment** | | David Adam | |
| **1. Briefly describe the aims, objectives and purpose of the policy.** | The purpose of this Policy and procedure-is to ensure that the Association meets its legal obligations providing an efficient Reactive repairs service | | |
| **2. Who is intended to benefit from the policy? (e.g. applicants, tenants, staff, contractors)** | All tenants and residents who report repairs to the Customer Services Tea and Maintenance Teams. | | |
| **3. What outcomes are wanted from this policy? (e.g. the measurable changes or benefits to members/ tenants / staff)** | To provide an effective and efficient repairs response service to tenants and residents striving to ensure value for money and high levels of customer satisfaction. | | |
| **4. Which groups could be affected by the policy? (note all that apply)** | | | |
| **Age** | | **Disability** | |
| **Gender reassignment** | | **Marriage and Civil Partnership** | |
| **Pregnancy and Maternity** | | **Race** | |
| **Religion or Belief** | | **Sex** | |
| **Sexual Orientation** | | | |
| **5. If the policy is not relevant to any of the equality groups listed above, state why and end the process here.** | | | |
| This policy is a legislative duty placed on the association as a landlord and none of the equality groups listed above are affected by this policy | | | |
| **6. Have those affected by the policy / decision been involved?** | | | |
| | | | |
| **7. Describe the likely positive or negative impact(s) that the policy could have on the groups identified above.** | | **Positive Impact(s)** | **Negative Impact(s)** |
| | | | |
| **8. What actions are required to address the impacts arising from this assessment? (This might include: additional data, putting monitoring in place, making adjustments, taking specific action to mitigate any potentially negative impacts)** | | | |
| Signed: | | *David Adam* | |
| Dated: | | 30/03/2023 | |

## Appendix 2 GDPR Impact Assessment

| | | | |
|---|---|---|---|
| **Name of Policy to be assessed** | Reactive Repairs Policy | **New policy or revision of existing?** | Revision |
| **Person(s) responsible for assessment** | | David Adam | |
| **Briefly describe the aims, objectives and purpose of the policy.** | The purpose of this Policy and procedure-is to ensure that the Association meets its legal obligations providing an efficient Reactive repairs service | | |
| **Which type of data will be used by implementation of this policy? (e.g. personal, sensitive or special category)** | Data relating to the addresses of properties along with tenants authorised contact details to assist in providing an efficient customer focussed repairs service. Contractors expected to be involved in any Responsive repairs service have all signed Data Sharing Protocols with the Association. | | |
| **What outcomes are wanted from this policy? (e.g. necessary to meet legal obligations)** | To ensure that any tenants who are exposed to an emergency situation where they are required to leave their tenancy for a temporary time period. This policy shall also advise staff on the escalation process and the procedures to ensure that any tenant (s) are provided with temporary accommodation. | | |
| **Which groups could be affected by the policy? (note all that apply)** | | | |
| **Tenants** | x | **Committee** | x |
| **Employees** | x | | x |
| **If the policy is not relevant to any of the data groups listed above, state why and end the process here.** | | | |
| | | | |
| **Have those affected by the policy / decision been involved?** | | | |
| | | | |
| **Describe the likely positive or negative impact(s) that the policy could have on the groups identified above.** | | **Positive Impact(s)** | **Negative Impact(s)** |
| | | N/A | N/A |
| **What actions are required to address the impacts arising from this assessment? (This might include: additional data, putting monitoring in place, making adjustments, taking specific action to mitigate any potentially negative impacts)** | | To provide an effective and efficient repairs response service to tenants and residents striving to ensure value for money and high levels of customer satisfaction. | |
| Signed: | | *David Adam* | |
| Dated: | | 12/7/2023 | |

## Appendix 3 - Division of Repairs Responsibility

| Item | Landlord | Tenant |
|---|---|---|
| Central heating boiler | X | |
| Balconies (where existing) | X | |
| Banisters (internal and external) | X | |
| Baths | X | |
| Bin shelters | X | |
| Brickwork, block work, etc. | X | |
| Cellar (external door/lock) | X | |
| Ceilings | X | |
| Chimney stack/posts/cowls | X | |
| Chimney sweeping | | x |
| Cisterns | X | |
| Clothes Poles | X | |
| Cookers - unless supplied by Elderpark HA | | x |
| Communal areas to flats | X | |
| Cupboards | X | |
| Damp proof course | X | |
| Decoration - internal | | x |
| Door bell | | x |
| Doors to common area | X | |
| Doors/door fittings - external | X | |
| Doors/door fittings – internal | X | |
| Door locks (fitted by the Association) | X | |
| Door locks (fitted by the tenant) | | x |
| Door name plate | | x |
| Door Entry System | X | |
| Door Entry (Handset) | X | |
| Down pipes, rain & soil | X | |
| Drainage (including blockage) | X | |
| Driveways | X | |
| Drying areas | X | |
| Electric heaters (provided by Landlord) | X | |
| Electric plugs | | x |
| Electric wiring, sockets & switches | X | |
| Entry systems in communal close | X | |
| Fascia, soffit board, etc. | X | |
| Fences - garden boundary, divisional fences erected by Elderpark HA | X | |
| Fences - other | | X |
| Fire baskets, grate and surrounds | X | |

| Item | Landlord | Tenant |
|---|---|---|
| Fire - electric & gas (provided by Landlord) | x | |
| Fireplaces tiles | | x |
| Floor tiles | X | |
| Floorboards | X | |
| Foundations | X | |
| Fuse box, ELCB, fuses/MCB | X | |
| Fuse to plug | | X |
| Gas Central heating, pipes, radiators, timer, thermostats, pumps etc. | X | |
| Gas piping | X | |
| Garden huts | | X |
| Gates | X | |
| Greenhouses | | X |
| Glass - external | X | |
| Glass to internal doors/screen | | X |
| Glass - double/triple glazing | X | |
| Guttering | X | |
| Hatch to loft (communal or individual) | X | |
| Handrails – external | X | |
| Immersion heaters | X | |
| Keys (replacement) | | X |
| Kitchen fittings/worktops | X | |
| Light bulbs | | X |
| Lighting pendants and roses | X | |
| Outbuildings bin stores | X | |
| Overflow pipes | X | |
| Painting - external | X | |
| Painting - internal | | X |
| Path to main access | X | |
| Path to garden | X | |
| Paths - public | X | |
| Pigeon lofts | | X |
| Plaster and Plasterboard | X | |
| Play area and equipment | X | |
| Porch | X | |
| Pumps | X | |
| Radiators | X | |
| Retaining walls (provided by Landlord) | X | |
| Roofs, roof tiles/slates | X | |
| Roof lights | X | |
| Ropes for clothes drying | | X |
| Rotary clothes lines | | X |
| Roughcast | X | |

| | | |
|---|---|---|
| **Sheds** | | **X** |
| **Shower unit Installed by us** | **X** | |

| Item | Landlord | Tenant |
|---|---|---|
| **Shower unit Installed by tenant** | | **x** |
| **Sink base unit** | **X** | |
| **Sink bowl and drainer** | **X** | |
| **Skirting boards** | **X** | |
| **Smoke detectors** | **X** | |
| **Sockets (electrical)** | **X** | |
| **Stairs (common or internal)** | **X** | |
| **Stair lighting** | **X** | |
| **Steps** | **X** | |
| **Switches (electrical)** | **X** | |
| **Taps** | **X** | |
| **TV aerials / satellite dishes** | | **X** |
| **TV aerial communal aerials and sockets** | **X** | |
| **Ventilators** | **X** | |
| **Wash hand basin** | **X** | |
| **Washer on taps** | **X** | |
| **Waste plugs, chains to basin, bath, sink** | | **X** |
| **Water heating** | **X** | |
| **Water supply** | **X** | |
| **WC seat** | **X** | |
| **WC seat ( tenant damage )** | | **X** |
| **WC** | **X** | |
| **Window frames, sills and fittings** | **X** | |

## Appendix Right to Repair scheme – Qualifying Repairs

**Repairs with 1 day to complete**

- Unsafe power or lighting sockets or electrical fittings.
- Loss of electric power.
- Loss or part loss of gas supply.
- A blocked flue to an open fire or boiler.
- External windows, doors or locks which are not secure.
- Loss or part loss of space or water heating if no alternative heating is available.
- Toilets which do not flush (if there is no other toilet in the house).
- Blocked or leaking foul drains, soil stacks or toilet pans (if there is no other toilet in the house).
- A blocked sink, bath or basin.
- Loss of water supply.
- Significant leaking or flooding from a water or heating pipe, tank or cistern.

**Repairs with 3 days to complete**

- Unsafe rotten timber flooring or stair treads.
- Unsafe access to a path or step.
- Loose or detached bannisters or handrails
- Partial loss of water supply
- Partial loss of electric power

**Repairs with 7 days to complete**

- A broken mechanical extractor fan in a kitchen or bathroom which has no external window or door

## Appendix: Code of Conduct and Expectations

Our contractors are contractually obliged to meet our code of conduct. We expect them to:

- Keep their appointments or, if it is necessary to change them, do so and advise customers of this in good time
- Carry and show an identification card bearing their name, the name of their employer, and a recent photograph of themselves
- Work efficiently and tidily
- Treat the customer and their home with respect
- Be polite at all times
- Clear up after themselves
- If a repair cannot be resolved on first contact, a follow-on appointment will be agreed upon on site between Elderpark's contractor and customer.

Our contractors/colleagues have a right to feel safe while at work and may remove themselves from any situation if they determine it to be necessary.
In return, we ask our customers to:

- Provide Elderpark and our contractors access to their home at the agreed appointment time – or change it as soon as possible if the customer is not going to be at home at the agreed time
- Treat our staff and contractors with respect
- Check the contractor's identification card and if there are any concerns about the authenticity of the identity to call our customer service team immediately on 0141 440 2244
- Take children with them if they have to leave the property whilst the contractor is in their home
- Refrain from smoking inside while the contractor is in their home
- We ask that all non-contained pets (e.g. dogs, cats) are removed from the area of repair.