

Fyne Homes Ltd

Repairs and Maintenance Policy

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Repairs and Maintenance Policy

1. Introduction

Fyne Homes Ltd, (hereafter referred to as the Association) has a statutory responsibility, under the Housing (Scotland) Act 2010 to ensure that its houses are wind and watertight and, in all other aspects, fit for human habitation and to keep the house in such condition throughout the tenancy. The Association also has a duty to inspect the house and identify work necessary to comply with these statutory responsibilities and to inform the tenant of such work.

The Association must ensure that any work necessary is carried out within a reasonable time of the tenant notifying the Association.

To enable the Association to carry out its Statutory responsibilities, the primary aim of the Repairs and Maintenance Policy is to set out the guidelines by which the Association will operate in order to preserve and maintain the condition of its housing stock and ensure effective and efficient repair and maintenance programmes are prepared and delivered on an annual/cyclical basis.

The Association recognises the importance to tenants of a high quality repairs service and will seek to ensure that repairs are carried out as per the specified programmes and standards set.

This policy is closely linked with the following Scottish Social Housing Charter Outcomes:

Outcome 4: Quality of Housing

We will manage our business so that tenants' homes as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean tidy and in a good state of repair

Outcome 5: Repairs, maintenance and improvements

We will manage our business so that tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done

2. Purpose of the Policy

To set out the guidelines and determine the criteria by which the provision of a comprehensive repairs and maintenance service will be undertaken.

3. Aims and Objectives

The Association, through this policy, will ensure that:

- The tenants and owners are provided with an efficient and effective customer responsive repairs service and the stock is maintained in accordance with the legal requirements, as set out in the Housing (Scotland) Act 2010. The Association complies with the requirements of the Scottish Housing Quality Standard by 31 March, 2015.
- The lives of the properties are maximised, making best use of the financial resources

available to the Association to protect its asset base.

- Contractors are procured (in line with legislation & EU regulations) and monitored to ensure best value is delivered.
- The Association knows the condition of its stock, has costed plans for its lifetime maintenance and improvement and makes adequate financial provision for planned maintenance and capital improvement work.
- Adequate systems are in place to protect the health & safety and wellbeing of our tenants.
- Accurate and up to date repair records are kept for each property.
- Information on repairs is collected to ensure performance can be monitored.
- The repairs service works in conjunction with other aspects of the housing service, namely allocations and void management, to minimise rent loss associated with tenancy changes.
- Tenants and other service users are engaged in setting standards, monitoring performance and giving feedback on all aspects of the service to help us continually improve.
- It is easy for customers to report repairs and maintain good communication with customers at all stages of a repair.
- The service is flexible enough to be sensitive to the individual needs of customers when required.
- Comply with the Scottish Government's Scottish Social Housing Charter (See Appendix)

4. The Repairs Service

i) Repair Responsibilities

a) Landlords & Tenants' Responsibilities

Landlords and Tenants' responsibilities are broadly set out in the Scottish Secure Tenancy Agreement. Detailed responsibility is set out in the residents and tenants handbook. The current detail is attached in Appendix 2.

Responsibilities under alternative tenancy agreement or lease agreement may vary from this standard list.

b) *Other Agencies' Responsibilities*

Where a fault affects a communal area such as a boundary wall, public road or footpath, or affects the electricity or gas supply, the appropriate local authority roads department or Gas/Electricity Company is responsible for rectifying the fault.

c) *Mutual Responsibility*

Mutual responsibility occurs where the Association is a joint owner of a property and where agreement is required from the other owners before work is authorised.

ii) Rechargeable Repairs

Where a repair is required as a result of accidental or deliberate damage by the tenant or

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owner, a member of their household or visitor to their home, the tenant/owner will be held responsible and will be recharged for the cost of the repair.

The recovery of the cost of these repairs is detailed in the [Rechargeable Repairs policy](#)

The tenant has a responsibility to report repairs promptly to avoid deterioration in the property. They should ensure the property is occupied, heated and appropriately used by members of their household and visitors in line with the tenancy agreement.

iii) Repairs Categories

The Association has four categories for repair and improvements as follows: -

- Reactive Maintenance
- Cyclical Maintenance
- Planned Maintenance/Capital Investment
- Right to Repair - Qualifying Repairs

a) Reactive Maintenance

Reactive repairs are repairs which cannot wait for cyclical/planned/capital investment programmes, and are required to ensure the health, safety and security of the tenant and to prevent deterioration of the property.

Reactive repairs are prioritised on the basis of urgency:

- *Emergency repairs* – complete or made safe within 6 hours. These are repairs necessary to prevent serious damage to the building, danger to health, risk safety or present a risk of serious loss or damage to the occupiers of the property
- *Urgent Repairs* – complete within 3 working days from the date immediately following the date of notification. These are repairs, which seriously affect the comfort or convenience of the occupier
- *Routine repairs (standard)* – complete within 10 working days from the date immediately following the date of notification. These are repairs, which will not seriously interfere with the comfort or convenience of the occupier

In the case of more complex repairs that will take longer to complete than our normal timescales (e.g. a rare part needs to be ordered, or water damaged areas need time to dry out) with the agreement of the tenant an extended timescale may be set.

b) Cyclical Maintenance

Is work required on a regular basis to deal with the gradual deterioration of the property, its components and finishes, i.e. external painterwork, cleaning of rainwater conductors, gas appliance servicing, annual lift maintenance etc.

c) Planned Maintenance/Capital Investment

Planned maintenance/Capital Investment refers to any work required to deal with the

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replacement or renewal of major building components. ie. kitchen/central heating or window replacements.

On an annual basis the Association will agree a programme of cyclical and planned/capital investment works in line with Life Cycle Costings and our Asset Management Strategy.

d) Right to Repair

This is the statutory right that tenants of registered social landlords have to carry out those repairs that are listed as 'Qualifying Repairs' if the landlord fails to respond within the required timescale. Qualifying Repairs are small urgent repairs, up to a value of £350, and the tenant has a right to compensation if the timescales are not met. The qualifying repairs and timescales are set out in the Right to Repair Policy

iv) Reporting and Processing Repair Requests

Tenants will be able to report reactive repairs by the following methods:

- By personal visit to the Association's office in Rothesay during normal opening times (9am – 5pm, Monday to Friday) and at other area offices during the hours they are advertised as open to the public
- By telephone to the Technical Services Department Direct Line (0845 0520039)
- By telephoning the out of hours emergency repairs service (0800 592276)
- By fax, letter or e-mail
- By reporting a repair through the Feedback Form on the Association's Web site

On reporting a repair tenants will be advised of the priority category given to the repair and the response time for this repair. They will also be advised whether the repair is a qualifying repair under the Right to Repair legislation and if so, the procedure and the timescales that apply and how compensation will be paid if the timescales are not observed.

Out of Hours

The Association operates an emergency repair service out with office hours. Clear information on the emergency out of hour's telephone numbers and contact persons will be made available to tenants when allocated a property, in the Tenant's Handbook, on the Association's website and published in the Association's regular Newsletters.

v) Pre & Post Inspections

In specific cases, the Association will pre-inspect repair work. Such cases will include circumstances where:

- The estimated cost of the repair is over £1000.
- The repair cannot be diagnosed from the information provided by the tenant
- The repair is recurring regularly and may have been misdiagnosed
- The tenant may have caused the repair as a result of damage and for which the tenant may be recharged.
- There may be structural problems with the property

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- Multi-trades are required to complete works

Where a repair is to be pre-inspected, the tenant will be advised in advance and an access time arranged.

The Association carry out post inspections on a random sample of 10% of all completed repairs as part of performance monitoring of its contractors. The sample will be randomly selected from our IT database based on the undernoted criteria:

- Where work completed has exceeded the estimated cost and/or level of work instructed
- Where a tenant has made a complaint about the quality of the repair work undertaken
- Checking that the repair was completed to the standard and relevant specification
- Represented good value for money and provided tenant satisfaction

Post inspections will be carried out on 100% of works meeting the undernoted criteria:

- Where the cost of the work is above £1,000.00
- Where the work is an aid or adaptation

5. Void Property

Works will be carried out to bring vacant properties up to our minimum lettable standard. Work will be processed in accordance with the Void Management Policy.

6. Alteration to Properties – Tenants Improvements

Under the Housing (Scotland) Act 2001, Scottish Secure Tenants and Scottish Short Secure Tenants may be able to receive compensation for improvements that they have made to their home on or after 30th September 2002. Applications in respect of this will be dealt with in accordance with the Compensation for Improvement Policy.

7. Aids and Adaptations

The Association may be able to assist a tenant or other resident in the property who has a disability or illness to have their home adapted or special equipment fitted, to help them live safely and independently. Adaptations will be carried out on receipt of a referral form from Occupational Therapy and will be in line with our Aids & Adaption Policy.

8. Tenant Consultation

The Association recognises through its Tenant Participation Policy the importance for tenants to be at the core of the organisation and is committed to ensuring that there are ongoing opportunities for participation in the delivery of the maintenance service. As far as the nature of the work permits, tenants will be consulted prior to the commencement of planned or cyclical contracts.

9. Tenant Satisfaction

The Association will seek to collect feedback from tenants on their satisfaction with the performance of the repair service in the following way:

- Repair acknowledgement feedback forms
- By using a 'telephone or postal' sample survey of a proportion of tenants requesting their level of satisfaction with the repair service delivery
- The Tenant Satisfaction Survey
- Resident and Tenant Groups
- 100% satisfaction surveys of all planned and cyclical maintenance contracts

The Association will seek to ensure that the tenant has signed the contractor's completed repair satisfaction slip stating that they are satisfied with the work done.

The Association will use the feedback received from tenants to effect improvement in the contractor's performance and the Association's Maintenance Policy, Procedure and Service. This will be measured by using Key Performance Indicators for each contractor with a view to monitoring and improving their performance

10. Information and Procedures

The Association will provide all tenants with written details of its repairs & maintenance policy and procedures. This written information will take the following forms:

- Details of tenant and landlord repairs responsibilities are included in the Association's Scottish Secure Tenancy Agreement
- The Tenants Handbook contains details of the repair service offered, the response times and emergency out of hours telephone number
- Information on repairs reporting and specific repair issues will be included in the Association's regular newsletter and on our website

Translations into other formats will be available when requested.

The Association will introduce procedures to permit the recording of all maintenance requests, orders instructed and associated costs.

Procedures will be as simple, convenient and accessible to tenants as possible. Staff designated to take repair requests will be trained in communication skills and in building technology and terminology. Regular staff meetings will be used to train staff and to keep staff aware of developments in the delivery of the maintenance service and the requirements of the Scottish Social Housing Charter regarding the data we require to collect and supply for the Annual Return on the Charter (ARC).

The Association's procedures will recognise the individual, and any special needs of tenants, and will not be restricted to technical issues. The Association will ensure Contractors are informed, before being instructed to carry out work, of any special needs or additional requirements.

The Association will operate a dedicated telephone number to enable tenants to report repairs 24 hours a day, 7 days a week.

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11. Access

Tenants are required under the terms of their tenancy agreement to allow the Association access into their home to inspect, carry out repairs, or do other works that are necessary to their property or adjoining properties. Where it is deemed necessary in the case of an emergency, the Association retains the right to force entry. In non-emergency situations the Association will provide the tenant with at least 24 hours notice in writing of access requirements.

When a tenant reports a repair, they will be asked for contact and access details. Where a contractor calls to carry out a repair and cannot gain access they will leave a card giving contact details asking the tenant to contact them to arrange access. If access is unavailable on the second attempt, the contractor will advise the Association who will cancel the order and advise the tenant that if they still wish the repair to be carried out they will need to contact the Association again. The exception to the cancellation of such works will be works which the Association feel left unattended may present a health and safety risk or a risk of damage to the property or fittings. On these occasions the Association will pursue access through the terms of the tenancy agreement.

If an appointment has been arranged with a tenant and they do not provide access, the Association may recharge the cost of the contractors missed visit/s to the tenant.

12. Scottish Housing Quality Standard (SHQS)

The Association through its planned/capital investment programme will work to ensure 100% of our housing stock meets the SHQS by 31st March 2015

13. The Energy Efficiency Standard for Social Housing

The Energy Efficiency Standard for Social Housing (EESH) was published in March 2014. The aim of the Standard is to build on the achievements of the Scottish Housing Quality Standard (SHQS) in order to meet energy efficiency targets set for 2020 (42% reduction in carbon emissions) and then set a series of milestones towards 2050, the target date for an 80% reduction in carbon emissions as set out in the Climate Change Act (Scotland).

The Association will work towards achieving the EESH by 2020.

14. Gas Appliance Servicing

The Association recognises its legal obligations to ensure the safety of gas heating appliances in its properties. To comply with this, the Association will adhere to our [Gas Safety policy](#), which is in line with the Gas Safety (Installation & Use) Regulations 1998.

15. Asbestos

The Association is committed to ensuring that any asbestos located in premises owned or occupied by the Association or its subsidiaries is managed in accordance with current legislation and in compliance with the Control of Asbestos Regulations (April 2012) and in accordance with our Asbestos Policy.

16. Water Safety

Through our Water Safety Policy, The Association will comply with all current legislation and HSE Codes of Practice (2013) relating to water safety and Legionella and establish clear guidelines to be adopted in premises owned or occupied by the Association or its subsidiaries to reduce Legionella related risks to as low a level as is reasonably practicable.

17. Stock Condition

Through our Asset Management Strategy and life cycle costings, the Association will protect the investment in our housing stock. We will identify through regular inspections & surveys the physical condition of our properties and programme component replacements in accordance with their anticipated life.

18. Budget

A maintenance budget will be prepared annually in a form agreed by the Management Committee. The Association will ensure that our Asset Management Strategy and life cycle costings are incorporated into the preparation of the budget for each year to enable the programme to be effected.

19. Authorisation of Expenditure

Authorisation of expenditure on individual repair or maintenance items or contracts within overall budgets is delegated to individual members of staff. The current levels of delegated authority are detailed in [Appendix 3](#). These levels will be reviewed regularly, particularly in the light of the impact of inflation on cost levels.

20. List of Approved Framework Contractors

The Association are committed to achieving best value, continuous improvement and innovation through our selection and appointment of our Approved Framework Contractors in accordance with our Procurement Policy.

This is achieved by the establishment of 4 Year Framework Agreements set up to cover each of the 4 geographical areas covered by the Association. Framework Agreements are procured by following the restricted OJEU route with each successful contractor being rigorously assessed against challenging Key Performance Indicators to ensure we accomplish our Critical Success Factors.

21. Owner Occupiers

The Association recognises the need for owners to safeguard their investment in their homes and will provide a repairs service for common parts as per the Deed of Conditions or in accordance with the [Common Factoring Policy](#).

22. Performance Monitoring

The Association's Management Committee will monitor the effectiveness of the response to reactive repairs by receiving reports on:

- Feedback from tenants on the effectiveness and efficiency of the reactive repair service
- Contractor Response times compared to targets
- Expenditure on maintenance compared to Budget
- Progress on planned maintenance contracts
- Progress on the gas servicing contract

23. Complaints

The Association has a formal Complaints Policy and Procedure. Tenants who are unhappy with any aspect of the Association's Repairs and Maintenance Service have the right to complain to the Association using the formal complaint procedure.

24. Equality of Opportunities

The Association will at all times carry out its functions with a strict regard to its Equality and Diversity Policy. This means that there will be no discrimination on the grounds of Race, Gender, Gender Reassignment, Disability, Sexual Orientation, Region or Belief, Age, Marriage or Civil Partnerships, pregnancy and maternity. Further details are available in the Association's Equality and Diversity Policy.

25. Confidentiality

The Association recognises the confidential nature of the information given by its tenants and other customers and respects that it should not be disclosed to anyone who does not have both a need and a right to know it. The Association complies with the provisions of the Data Protection Act 1998.

26. Review

The Association's Repairs & Maintenance Policy will be reviewed and amended as necessary every three years.

27. References

Housing (Scotland) Act 2010
 Building Standards (Scotland) Regulations 2001
 Scottish Housing Quality Standard (SHQS)
 Energy Efficiency Standard for Social Housing (ESSH)
 The Health & Safety at Work Act 1974
 Control of Substances Hazardous to Health Regulations 2002 (as amended)
 Legionnaires Disease Technical Guidance 2013
 Management of Health and Safety at Work Regulations 1999
 Scottish Secure Tenancy
 The Construction (Design & Management) Regulations 2007 (to be amended 2014)
 HSE Approved Code of Practice L8, (4th Edition)
 Legionnaires Disease Technical Guidance 2013
 Planned & Cyclical Maintenance Programme
 The Control of Asbestos Regulations 2012
 EU Procurement Law and associated regulations

Gas Safety (Installation and Use) Regulations 1998
Tenants Handbook
Data Protection Act 1998

28. Other Related Policies

Complaints Policy
Common Factoring Policy
Gas Safety Policy
Tenant Participation Policy
Re-chargeable Repairs Policy
Sustainability Policy
Right to Repair Policy
Compensation for Improvements Policy
Void Management Policy
Asbestos Policy
Procurement Policy
Management of Water Systems in Buildings Policy
Aids & Adaptation Policy
Equality and Diversity Policy

APPENDIX 1 – SCOTTISH SOCIAL HOUSING CHARTER INDICATORS

As a registered social landlord Fyne Homes recognises that it must comply with the Scottish Social Housing Charter. The relevant Indicators in relation to the Repairs & Maintenance Policy are:

Indicator 7: Percentage of stock meeting the SHQS

Indicator 8: Percentage of properties at or above the appropriate NHER or SAP ratings as specified in element 35 of the SHQS, as at 31 March each year

Indicator 9: Percentage of tenants satisfied with the standard of their home when moving in

Indicator 10: Percentage of existing tenants satisfied with the quality of their home

Charter Indicator 11: Average length of time taken to complete emergency repairs

Charter Indicator 12: Average length of time taken to complete non-emergency repairs

Charter Indicator 13: Percentage of reactive repairs carried out in the last year completed right first time

Charter Indicator 14: Percentage of repairs appointments kept. (Note: Although Fyne Homes do not offer a dedicated appointment service, so this is not included in our ARC return, our contractor agreements require that the contractor offers a booked appointment slot. Contractor performance in this area will be monitored as a KPI.

Charter Indicator 15: Percentage of properties that require a gas safety record which had a gas safety check and record completed by the anniversary date.

Charter Indicator 16: Percentage of tenants who have had repairs or maintenance carried out in the last 12 months satisfied with the repairs and maintenance service

Charter Indicator 22 & 23: Percentage of approved applications for medical applications completed during the reported year. The average time to complete applications

Contextual Indicator 13: Average number of reactive repairs completed per occupied property

Contextual Indicator 24: SHQS – Stock Condition survey information

Contextual Indicator 25: SHQS – Stock summary

Contextual Indicator 26: SHQS – Stock failing by criteria

Contextual Indicator 27: SHQS – Working towards the standard

Contextual Indicator 28: SHQS - Anticipated exemptions as at 31 March 2015

Contextual Indicator 29: SHQS – Actual and projected investment by criteria/element

Contextual Indicator 30: SHQS – Income and expenditure

Contextual Indicator 31: SHQS – Capital investment and sources of funding

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APPENDIX 2 - WHO IS RESPONSIBLE?

The Association is responsible for keeping the structure and exterior of your property in good repair. We will also maintain and repair most fittings within your home.

Detailed below is a list of common repairs which may help you in deciding whether you or the Association is responsible.

However, tenants will be responsible for repairing damage caused wilfully, accidentally or negligently by you, anyone living with you or an invited visitor to your house.

ITEM	RESPONSIBLE	COMMENTS
Doorbell / Door Entry	Association	
Door Viewer / Door Locks / Letterbox	Association	
Door Name Plate / Door Chain	Tenant	Unless fitted by Association
Flat Entrance & Internal Doors	Association	
Doors to Common Areas	Association	
Lost Keys	Tenant	
Broken Keys	Association	
Forced Entry / Burglary (Police Incident Number Required)	Association	If no Incident Number received then tenant may be recharged
Broken Window – Vandalism (Police Incident Number Required)	Association	If no Incident Number received then tenant may be recharged
Window Frames / Catches/ Handles / Locks	Association	
Window Sills	Association	
Light Fittings	Association	
Light Bulbs / Tubes / Starters in Property	Tenant	
Light Bulbs / Tubes / Starters Common Areas	Association	
Switches and Sockets	Association	
Plugs (inc Fuses)	Tenant	
Smoke Alarms / Carbon Monoxide Detectors / Heat Sensors	Association	
Blocked Sink / Wash Hand Basin / Bath / Shower or WC	Association	If caused by foreign object Tenant may be recharged
Dripping Taps	Association	
Plugs and Chains	Tenant	
Washing Machine Fittings (excluding hoses)	Association	Tenants are responsible for hoses inc waste
Hot or Cold Water Supply	Association	
Drains / Gutters / Downpipes	Association	
Cooker (unless supplied by Association)	Tenant	
Cooker Socket / Switch	Association	
White Goods (unless supplied by Association)	Association	
Kitchen Units inc. Sink / Drainer	Association	
Sanitary Ware	Association	
Toilet Seat	Tenant	
Electric Fires (If supplied by Association)	Association	
Heating Systems/ Boilers/ Pipes/ Radiators/ Chimney/Flues/Controls etc.	Association	
Sweeping Open Chimney (Coal Fire)	Tenant	
Extractor Fans – Kitchen & Bathroom	Association	
Roof / Ceilings/ Walls / Floors / Stairs	Association	
TV Aerial - Communal	Association	
TV Aerial – Individual Properties	Tenant	
Clothes Poles / Rotary Dryers (excluding line)	Association	
Clothes Lines	Tenants	
Bin Stores / Fences/ Gates / Paving Slabs / Footpaths	Association	
Internal Decoration	Tenant	
External Decoration	Association	
Pest Control	Tenant	Unless Common Areas - Association

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Appendix 3 Authorisation of Expenditure

Authorisation of expenditure on individual items but within overall annual budgets is delegated to staff as follows:

- | | |
|--|---------------|
| 1. Technical Services Director | - up to £5000 |
| 2. Technical Services Co-ordinator
(£5000) when deputising for T.S. Director) | - up to £3000 |
| 3. Technical Services Manager | -up to £2500 |
| 4. Technical Services Administration Manager | - up to £2500 |
| 5. Technical Services Officers | - up to £1500 |
| 6. Technical Services Administrators | - up to £1500 |
| 7. Technical Services Administration Assistants | -up to £1000 |

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