

MAINTENANCE POLICY

DATE OF REVIEW	17 NOVEMBER 2009
REVIEWED BY	HOUSING MANAGEMENT MAINTENANCE SUB COMMITTEE
DATE OF NEXT REVIEW	NOVEMBER 2012

1.0 INTRODUCTION

In carrying out its maintenance programmes, the Association will strive:

- To provide a quality service that meets, as far as possible, the needs and aspirations of tenants.
- To ensure that maintenance work is carried out both effectively and efficiently, thus achieving value for money.
- To maintain the housing stock to a high standard and minimise future repair works.
- To re-let voids as quickly as possible to minimise rental loss.
- To ensure equal access to the maintenance service for all.

2.0 AIMS OF POLICY

- 2.1 We shall strive to comply with all relevant repair and legal obligations to ensure that the housing stock is a tenatable and habitable. We shall also develop maintenance procedures to comply with principles of based practice. A summary of the principal repair obligations is given in Appendix 1.
- 2.2 We shall classify repairs by category and set timescales for completion of repairs as follows:
- Emergency 6 hours
 - Urgent 2 working days
 - Routine 15 working days
- Appendix 2 details the repairs checklist per category and highlights working procedures, including possible exceptions to timescales.
- 2.3 We shall pay tenants compensation of £10 for each repair not completed within timescales. Details of the scheme are given under Right to Compensation Procedures.
- 2.4 We shall establish cyclical maintenance programmes to cover works such as external pointing, painting of windows etc. Details of progress of such programmes will be notified to tenants annually in the Association's annual report and newsletters. Cyclical maintenance programmes will be subject to tenant consultation.
- 2.5 We shall set standards of quality which contractors must satisfy to qualify for tender consideration. This will include commitment to the principles of the Association's Equal Opportunities Policy.
- 2.6 We shall consult with tenants prior to setting repair budgets about the implications such budgets may have on rent levels.
- 2.7 We shall communicate the main policy principles to tenants in a variety of ways such as the Tenants' Handbook, the Tenancy Agreement and general information e.g. annual reports and newsletters.
- 2.8 We shall implement our policy on rechargeable repairs to recover costs where damage results from tenant actions. This policy will take full account of the Association's Equal Opportunities Policy.
- 2.9 We shall undertake tenant satisfaction surveys of by a variety of methods as follows:
- completion by tenants of Satisfaction Survey sheets
 - Formal surveys
 - Evaluation of complaints lodged
- 2.10 We shall ensure that repairs staff receive training on the following:
- all Association policy and procedures
 - statutory and common law repair obligations of the landlord and tenants rights
 - equal opportunities
 - customer care

- communication skills
- specialist training e.g. dealing with difficult situations

- 2.11 We shall monitor the implementation of policy on a monthly basis.
- 2.12 We shall carry out a formal review every three years or when changes in legislation require more frequent review.
(Appendix 4 lists areas currently being monitored.)

3.0 TENANTS' REMEDIES

At common law tenants have the rights, unless the contract prohibits it, a) to withhold rent where the landlord defaults on repair obligations, and b) to carry out repairs where the landlord fails to carry out the repair obligations. Where there is a breach of contract the tenant may sue for damages where the landlord fails to fulfil repair obligations. Before exercising these rights, tenants are advised to seek advice from their solicitor, or the advice agencies noted in the Useful Contacts section.

4.0 RIGHT TO COMPENSATION

The Association undertakes to compensate tenants where certain types of repairs are not carried out within agreed timescales. The repairs for which compensation will be paid are those repairs categorised as being either emergency or urgent repairs. A list of these repairs is provided at Appendix 2.

5.0 LEVEL OF COMPENSATION

Where the Association fails to carry out emergency or urgent repairs on time, a fixed payment of £10 will be paid to the tenant. This will be paid direct to the tenant or credited to their rent account subject to the latter providing consent. The association will incorporate within maintenance contracts the requirement for contractors to repay the £10 to the Association where contractors fail to meet agreed repair timescales.

Exclusions

- 1.0 Repairs which are the responsibility of a contractor and which are covered by the defects liability period.
- 2.0 Repairs which are either wholly or in part of a rechargeable nature.
- 3.0 Repairs which are not the Landlord's responsibility.
- 4.0 Any repair which could not be carried out owing to the tenant failing to provide reasonable access.
- 5.0 Any repair whereby a temporary repair has been effective pending either specialist attention, or financial approval for more extensive works.
- 6.0 Any repair that has not been carried out, for reasons beyond the Association's control e.g. severe weather conditions, non-availability of specific materials.

Notification of the Right

Tenants will be advised of this at the signing of the tenancy agreement. It will also be advised to tenants within the Tenants' Handbook.

Monitoring of the Scheme

Payments made under the scheme will be monitored in terms of both number of tenants claiming compensation and the levels of compensation paid. Contractors involved will also be monitored.

6.0 RECHARGEABLE REPAIRS

It is the Association's policy to recharge tenants for repairs carried out to rectify damage to Association property caused by tenants. This covers both essential and non-essential repairs.

Tenants will be given the option, as required, of repaying charges within a reasonable timescale, based on their financial means. Examples of rechargeable costs would be those associated with changing and refitting locks where tenants lose their housekeys. Types of rechargeable repairs and costs involved will be monitored on a regular basis.

7.0 COMPLAINTS

Tenants dissatisfied by the Association's performance can make a formal complaint by using the Complaints procedure. Full details of this are available by contacting the Association's office

8.0 USEFUL CONTACTS

Citizens' Advice Bureau
Ombudsman
Shelter

APPENDIX 1

LEGAL PROVISIONS

Occupiers Liability (Scotland) Act 1960

Civic Government (Scotland) Act 1982

Housing (Scotland) Act 1987 (as amended)

Environment Act 1990 (as amended)

Housing (Scotland) Act 2001

GOOD PRACTICE

Scottish Federation of Housing Associations: Raising Standards in Housing

Chartered Institute of Housing: Performance Standards

APPENDIX 2

CATEGORIES OF REPAIRS

Emergency

Fire
Smell of gas
Flooding
Choked toilet
No electricity
No water
No central-heating
Broken window
No access to house
Offensive graffiti

Urgent Repairs

Choked bath/wash hand basin/sink or external drain
Faulty light switch, socket or pendant
No hot water
Cistern not flushing
Faulty Yale lock
Faulty smoke alarm
Broken door entry system
Close lighting

Routine repairs

All minor repairs

APPENDIX 3

INSTRUCTIONS TO MAINTENANCE CONTRACTORS

1.0 Repairs Orders

- 1.1 The contractor will retain the Repair Orders.
- 1.2 Each order will carry the tenant's name and address, arrangements for access and a category coding which indicates the degree of urgency.
- 1.3 The Association categorises repairs under the following headings, which, in each case, lay down the appropriate time period within which we will expect the works to be actioned and completed:
- Emergency: The Association will expect effective repairs to have been carried out within 6 hours (or temporary remedial action taken) or at least 24 hours of the first notification to the contractor.
 - Urgent: The Association will expect effective repairs to have been carried out and all works completed within 2 working days of the first notification to the contractor
 - Routine: The Association will expect effective repairs to have been carried out and all works completed within 15 working days.
- “First Notification” could be either a phone call or a written order.
- 1.4 In any case where the contractor fails to gain access, the contractor must leave a calling card or slip and inform the Association's office of the situation.
- 1.5 The Association's Maintenance Officer must be advised before any works in addition to those instructed and undertaken.
- 1.6 Each repair has a unique printed order number at the top left-hand corner of the form. This number must be quoted on all correspondence (including invoice) related to the job in question.
- 1.7 When receiving telephone orders from the Association the contractor should insist on an order number or at least the individual's name making the request. No invoice should be issued without an order number. Contractors must chase up a confirmation order for all telephoned requests received from the Association's Maintenance Section.

Monitoring

- 1.8 Under the computerised repairs system contractors shall receive two copies of the repairs order:

The contractor shall retain one copy and the other copy completed and returned on a monthly basis to the Association as follows:

- Contractors are requested to have the tenant or their representative sign the order on the completion of repairs as confirmation of their visit and satisfactory completion of the works.
- In the case of common repairs, where no tenant or resident may be available to sign the order, the individual tradesman on completion of the works should sign this.

These copies are to be returned by the contractor in order that performance can be monitored.

2.0 Access Arrangements and Cancellation of Repair Orders

- 2.1** Contractors will be expected to respond to specific access arrangements as and where these are given. Where these are less specific (i.e. a.m only p.m only) then they will be expected to attend within the stipulated time category for a.m calls between 9.00 a.m – 12 noon, for p.m calls between 12 noon – 5.00 p.m.
- 2.2** If no access details are given then the contractor should attend within the stipulated time as per repairs categories in ‘3’ i.e. 4 hours, 48 hours or 7 working days.
- 2.3** Where the contractors fail to gain access they must leave a calling card/slip advising the tenant to contact them within 7 days to rearrange access. Contractors should only make three attempts to gain access to complete repairs (including the arranged call).

3.0 Invoicing Works

- 3.1** Invoices must be submitted to the Association by the 28th of each month. This will allow payments to proceed in an orderly fashion and will provide the Association with a regular source of information for the updating of internal management systems and also for the contractor to be able to receive payment during the following month.
- 3.2** Invoices must be raised according to the following instructions:
1. A separate invoice must be supplied for works related to each repair order.
 2. The invoice must have a copy of the order line attached to it for ease of reference.
 3. The invoice must also show the address of the property, details of works carried out, costs of labour and hourly rate, cost of materials, VAT and the date when the works were carried out.

4.0 Emergency Call outs

- 4.1** Those contractors engaged by the Association to be on call for emergencies outwith normal working hours must ensure that all call outs are reported to the Association's Maintenance Section no later than the first working day after the occurrence.