



**Provanhall Housing Association Limited**

**REPAIRS & MAINTENANCE POLICY**

**AUTHOR**

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# **Repairs & Maintenance Policy**

## **1 Introduction**

Provanhall Housing Association (PHA) is a community based not-for-profit organisation located in the Provanhall area of Easterhouse. Policies are agreed and approved by the Management Committee, with implementation the responsibility of staff.

The purpose of this policy and related procedures is to establish an effective, efficient and reactive repairs and maintenance service to PHA tenants and to enable tenants to enjoy the security and comfort that a well maintained property offers. The Maintenance function of the Association falls within the remit of the Repairs & Asset Management Team.

The Repairs and Maintenance Policy should also be read in conjunction with the Association's Asset Management Strategy.

## **2 Policy Objectives**

The following objectives of the policy are:

1. To be compliant with all legal and statutory obligations and current recommendations on good practice.
2. Achieve high standards of tenant's satisfaction.
3. Preserve and enhance the value and condition of the Association's stock.
4. To provide a prompt, efficient and reliable service.
5. To maximise tenant satisfaction and to consult with tenants & residents in the process wherever possible.
6. Clarify the individual responsibilities of staff members and the role of committee in regard to repairs and maintenance.
7. To ensure that residents are aware of the division of responsibilities for repairs as agreed in their tenancy agreement.
8. To ensure repairs reporting procedures are simple and comprehensive.
9. To achieve value for money and ensure the service is provided within agreed budgets.
10. Develop a comprehensive repairs and maintenance service that includes reactive repairs, cyclical maintenance and a clear strategy for long term planned maintenance to maintain and preserve the life of the stock.

### 3 Legislation and Best Practice

All aspects of the Repairs and Maintenance Policy adhere to the current editions of the following:

• The Housing (Scotland) Act	• The Health & Safety at Work Act
• Scottish Secure Tenancy Agreement	• Management of Health and Safety at Work Regulations
• The Work at Height Regulations	• Construction (Design and Management) Regulations
• Control of Asbestos Regulations	• Gas Safety (Installation and Use) Regulations
• Wiring Regulations	• Control of Substances Hazardous to Health.
• Human Rights Act	• Data Protection Act
• Equality Act	• General Data Protection Regulations
• Freedom of Information Act	• The Procurement (Scotland) Regulations
• Scottish Housing Quality Standard	• Scottish Housing Charter
<b>Note:</b> Assume latest editions, amendments and Scottish edition where applicable.	

The above list provides a summary of legislative requirements, but it is not exhaustive. PHA in the course of its business develops, implements and reviews a set of policies and procedure that manage risks in relation to the requirements of Acts, Regulations and Codes of Practice.

#### Scottish Social Housing Charter Outcomes

In addition to Legislation the Association will seek to comply with good practice and performance standards. The Scottish Social Housing Charter sets the standards and outcomes that all social landlords should aim to achieve when performing their housing activities and those relating to repairs and maintenance include:

**Outcome 1:** Equalities - 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 - 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 3:** Participation - tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.

**Outcome 4:** Quality of Housing – tenants' homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) and when they are allocated, are always clean, tidy and in a good state of repair and also meet the Energy Efficiency Standard for Social Housing Post 2020 (EESH 2).

**Outcome 5:** Repairs, Maintenance & Improvements - tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done.

The Scottish Government launched a review of the Social Housing Charter in June 2021 with the intention to develop and approve a revised Charter from April 2022. Since the Charter was last reviewed in 2016 the Government have identified some changes that are required to reflect new legislation, standards and new business ways of working developed during the pandemic.

#### **4 Equal Opportunities**

Provanhall Housing Association is an equal opportunities organisation. The Association's Equality and Diversity Policy seeks to ensure that all suppliers are treated equally. The Repairs & Maintenance Policy will not unfairly discriminate against any suppliers, individual, or group of persons dealt with under the Policy on the grounds of:

- Race, ethnicity, national or social origin
- Disability including physical, learning or mental health
- Gender or marital status
- Sexuality or sexual orientation
- Religion, religious beliefs or opinions such as political opinions
- Age, appearance or financial status

The association wishes to ensure there are no barriers in accessing its services. Relevant documents can be translated into a range of languages or formats on request. We will also make available translation services for those who wish more detailed information and to assist those who wish to make personal enquiries. For anyone with visual or hearing problems, documents can also, on request, be made available in larger print, on tape, in Braille or on any other format required.

All suppliers will be required to accept the association's Equalities Policy or to have developed policies of their own which are acceptable to the Association. Any complaints received in relation to breach of this policy will be addressed via the association's Complaints Policy.

#### **5 Complaints**

The Association has a Complaints Policy and Procedure which explains how tenants or suppliers who are dissatisfied with the operation of any service the association provides may make a formal complaint to the Association. This policy also includes an appeals process.

#### **6 Definition of Repairs and Maintenance**

The repairs and maintenance of properties typically fall within 4 main categories:

- **Reactive Repairs (6.1):** works required to a tenant's house or the common property which arise on a day to day basis and require attention within a short time, e.g. leaking tap or loss of heating.
- **Cyclical Maintenance (6.2):** repairs or improvements carried out through a programme of works, or inspections at regular intervals, e.g. gutter- cleaning.
- **Planned Maintenance (6.3):** are improvements to properties to replace and/or upgrade existing components, e.g. kitchens, bathrooms or window replacement programmes.
- **Other Repairs and Maintenance Works (6.4):** Void Repairs, Adaptation, Recharges, etc.

Each category will be managed in accordance with the following:

### 6.1 Reactive Repairs

In accordance with the Housing (Scotland) Act 2001 and the associated Right to Repair Regulations, all Scottish Secure tenants (and short Scottish Secure tenants) have the right to have a small number of urgent repairs—known as *qualifying repairs*—carried out by the Association within a statutory timescale. This is referred to as the Right to Repair (RTR) scheme.

Qualifying repairs are limited to specific types of faults as defined in legislation and must not exceed a total value of £350. The timescales for completing these repairs are determined by the type of repair and must be completed within 1, 3, or 7 working days as set out in statute.

Where a qualifying repair has not been started within the given timescale, the tenant may contact a second contractor from a list previously provided by the Association. This must follow notification to the Association that the initial contractor has failed to attend. Where the repair has been started but not completed within the required timescale, the tenant may be entitled to compensation.

Compensation is set at £15 if the repair is not completed within the statutory timeframe, plus £3 for each additional working day that the repair remains outstanding, up to a maximum of £100 per repair.

The full list of qualifying repairs, applicable timescales, conditions under which the scheme applies, and the compensation mechanism are laid down in legislation. These details are also outlined in the Association's Right to Repair Policy, a copy of which is available on request and on our website.

**Emergency Repairs:** Complete or make safe within 4 hours from request.

An emergency repair is defined as something which could not have been foreseen and which could threaten the safety of residents and/or the property. Emergency call-out contractors will normally make safe the problem to enable full and proper repairs to be undertaken during normal working hours. The following are examples of emergency repairs that will be considered by the Association:

- a) Internal Gas leak (beyond the meter)
- b) No electricity or electrical faults that may endanger occupants of property.
- c) Lighting fault to internal bathrooms.
- d) No water supply
- e) Water burst or flooding (not drips).
- f) House or flat entrance door insecure.
- g) Loss of heating during the months of October to April inclusive where no other form of heating is available.
- h) Blockage or no flushing of the only toilet.
- i) Smashed glazing (entrance doors or windows). Where only a single pane of a double glazed unit is smashed, it may be treated as an urgent repair.

For emergency repairs out with office hours, the Association will provide a 24 hour call out service, which can be accessed by tenants directly. Two systems will operate in tandem, one for gas repairs and one for all other emergency repairs.

### **Right to Repair (RTR)**

In accordance with the Housing (Scotland) Act 2001, all Scottish Secure tenants have the right to have a small number of urgent repairs (up to the value of £350), carried out by the Association within a given timescale. This is called the Right to Repair scheme. Where a 'qualifying repair' has not started within the given timescale, tenants may contact a second contractor (named by the Association), or where the work has started but not been completed within the maximum time, the tenant may be entitled to compensation.

The RTR timescales, list of qualifying repairs, conditions under which they can be used and compensation paid are as laid down in statute. They and are also fully detailed in the Association's Right to Repair Policy, a copy of which is available on request and also on our website.

**Urgent Repairs:** Complete within 3 working days.

These are repairs which materially affect the comfort or convenience of the tenant or where not carrying out the repair will result in further damage to the property and include the following:

- a) Leaking pipe.
- b) Partial loss of electrical power or lighting.
- c) Insecure window, door or lock
- d) Loss of hot water supply.
- e) No heating from a single radiator.

- f) Blocked or leaking drain.
- g) Secondary toilet not flushing.
- h) Blocked sink/bath or wash hand basin
- i) Leaking roof causing drips.
- j) Loss of heating during the months of May to September inclusive.
- k) Void property repairs

**Routine Repairs:** Repair within 10 working days.

These are repairs which do not fall into either the emergency or urgent category or which can wait a short time before they are dealt with and include the following:

- a) Loose or squeaking floorboards.
- b) Loose internal door handle.
- c) Minor problems with toilets, baths & sinks.
- d) Faulty smoke detector (not battery replacement).
- e) Non security problems with house & close doors.
- f) Non security or safety problems with windows.
- g) External pane from a double glazed unit.
- h) Controlled entry repairs
- i) Renewing fixtures & fittings.
- j) Plaster, tiling & brickwork repairs.

## **6.2 Cyclical Maintenance**

A planned programme of cyclical maintenance including regular inspection, repair and replacement will be developed and implemented to ensure component parts or installations are functioning properly and extend or protect such components or installations from wear and tear.

Preventative inspection and maintenance of specific elements that are the responsibility of the Association will be carried out regularly, e.g. Annual Gas Safety Inspections, 5 Yearly Electrical Inspections, Gutter-cleaning, Roof inspections and painting of external buildings and internal closes.

## **6.3 Planned Maintenance**

Planned maintenance and major repairs consists of the systematic renewal of major components of the building fabric and fixtures due to deterioration, failure, or where these have reached the end of their useful life, e.g. roofs, kitchen units, boilers, bathroom suites, windows, doors, etc.

The Association will develop a programme of planned maintenance and component based life cycle renewals, which will continually be updated via ongoing stock condition surveys. In accordance with the Life Cycle Costing exercise, the Association will monitor and revise as necessary the Annual Sinking Fund Contribution for all schemes and the theoretical

cumulative fund against actual reserves. Future schemes will be added to the programme and revised calculations produced as necessary.

The Association will also strive to ensure our stock continues to meet the Scottish Housing Quality Standard (SHQS) and will endeavour to address and remedy any identified components due for replacement but in abeyance due to tenant refusal.

#### **6.4 Other Repairs and Maintenance Works**

There are a number of other repairs and maintenance works categories that do not fall within the reactive, cyclical or planned works, these are:

##### **Void Repairs**

The Association will strive to ensure that repairs to void properties are carried out promptly in order to minimise re-letting periods and resultant rent loss.

Minimum lettable standards for void properties are detailed in the Void Management Policy. The following repairs are carried out as a minimum:

- Electrical safety check
- EPC (where appropriate)
- Lock change, window safety check and general joinery checks
- Gas safety check
- Asbestos sampling (where appropriate)

All void works will generally be completed before the property is let, but tenants will be informed at the tenancy sign-up of any outstanding work, e.g. new kitchen or window installations due to be carried out in the property at a later stage.

#### **7 Medical Adaptations**

These are permanent alterations identified and recommended by the Local Authority Social Services Department, e.g. a level-access shower, wet floor or ramped access. These will only be undertaken by the Association where a specialist assessment has been carried out by an Occupational Therapist or other medical professional and a formal referral received, detailing the specific requirements of their client. These are classified as Stage 3 Adaptations.

Budget funding for such work to the Association's original stock will be sought annually from Glasgow City Council (GCC) through the Strategy and Development Funding Plan submission, co-ordinated by the Asset Management s Manager. Spend will be monitored to ensure it does not exceed the grant total. If further referrals are received, additional funding may be sought but is not always available.

The Association will review referrals to ensure that adaptations are relevant and practicable to for both the tenant and the property prior to any adaptation being carried out. In some cases the consideration of alternative housing may be required as a more appropriate option.

## **8 Rechargeable Repairs**

Repairs will arise that are the responsibility of the tenant, as outlined in the tenancy agreement. Association staff will consider whether it is reasonable to hold the tenant responsible and will advise the tenant accordingly. In cases where the repair is insurable, an excess only charge would be due from the tenant. The following sets out examples (but the list is not exhaustive):

- cost of repairs that arise as a result of vandalism, neglect or wilful destruction caused by them, members of their household or visitors to their home.
- tenants have used the emergency call-out service for repairs that were not actually emergencies or the landlord's responsibility.
- Not providing access for repairs to be carried out, despite having agreed to
- Alterations or improvements conducted without the Association's permission that does not meet the approved standards.
- Insurance excesses along with any other tenant's repair responsibilities that the Association feels it necessary to undertake e.g. to enable the Association to fulfil its Health and Safety obligations.

## **9 Insurance**

The Association will have in place insurance policies to provide protection against personal injury claims and other remedial repair works defined as insurable events e.g. excessive water leaks, storm damage, fire damage, etc.

Upon completion of the works all invoices should be authorised and passed along with relevant paperwork to the insurer for recovery of the cost of the works and any other associated costs, less the policy excess.

Where a factored owner is covered by the Association's common insurance policy and has an insurable event within their property i.e. not in the common area, they must make their claim via the Association as policy holder, to ensure the Association is kept up to date with the outcome of the claim and relevant costs against the policy.

## **10 Key Performance Indicators (KPI's)**

The Association will continually assess all aspects of our repairs service and regularly compare outcomes against targets and good practice initiatives displayed elsewhere.

All contractors will be closely monitored in the areas of quality, response times, and compliance with the Association's administration, health and safety procedures, equal opportunities and conditions of contract, including courtesy to tenants and staff.

The Association will aim to pre and post inspect around 15% of all repairs where reasonably practical, to ensure quality of work and tenants' satisfaction meets the standard required by the Association.

Tenant's levels of satisfaction with the maintenance service will be sought in a variety of ways and used to inform future service delivery, e.g. individual repair satisfaction surveys, independent tenants' satisfaction surveys, new tenants' visits, post inspections and evaluation of complaints received, etc.

Quarterly reports will be presented to the Asset Management's Sub-Committee on all aspects of the maintenance service to demonstrate performance against objectives, as well as quarterly KPI statistics which will be presented to the Management Committee. Committee will also receive quarterly reports on the actual spend against budget, together with all performance outcomes against ARC indicators as determined (and from time to time reviewed) by the Scottish Housing Regulator. The Association will participate in regular benchmarking where possible.

The Association also commissions independent auditors to conduct annual reviews of our policies and procedures, to highlight our strengths and weaknesses and provide assurances to the Management Committee that our procedures are up to date, there is clear instruction on measures to be taken, targets set and reporting mechanisms.

## **11 Delegated Authority**

The overall control of the Repairs and Asset Services function rests with the Management Committee, however, delegated authority for monitoring and evaluating the performance of the repairs and maintenance function has been passed to the Repairs and Asset sub-committee. The specific remit of the Repairs and Asset sub-committee is detailed in the Association's Standing Orders.

The day to day management of the repairs and maintenance service is delegated to staff members with the following individual levels of authority to spend.

### **Emergency repairs**

Can be authorised by any member of staff

### **Estimated reactive repairs cost up to £5,000**

Authorised by the Repairs and Asset Manager (RAAM) or Asset Management's Officer (RAMO)

### **Estimated reactive repairs costs £5,000 - £7,500**

Can be authorised by RAAM and the RAMO with prior approval from the RAMM.

### **Estimated reactive repairs costs £7,500 - £10,000**

Can be authorised by RAAM with prior approval from the Director.

### **Estimated reactive and planned repairs costs over £10,000**

Must be authorised in accordance with the Procurement Policy.

*(Cross reference: Financial Regulations & Procurement Policy)*

## **12 Roles and Responsibilities**

Provanhall Housing Association have a statutory responsibility to comply with all relevant health and safety requirements regarding repairs and maintenance. Failure to discharge these responsibilities may result in:

- Prosecution by the Health and Safety Executive under the *Health and Safety at Work Act 1974*.
- Prosecution under the *Corporate Manslaughter and Corporate Homicide Act 2007*.
- The Scottish Housing Regulator (SHR) sets out the Quality Standard that Provanhall Housing Association must meet (see *Appendix 1*). Failure to comply could lead to an SHR review.
- As a private landlord, Provanhall housing Association must comply with the *Repairing Standard*. Any dispute regarding compliance that has been exhausted may be assessed by the First-tier Tribunal.

## **13 Duty Holders.**

- 13.1 Management and Sub Committee – Responsible for ensuring compliance with all health and safety legislation related to repairs and maintenance.
- 13.2 Director – Accountable for ensuring effective implementation of this policy.
- 13.3 Repairs and Asset Manager – Responsible for adequate resourcing and effective processes to implement this policy.
- 13.4 Repairs and Asset Manager– Provide advice and guidance on risk assessments, control measures, and work management.
- 13.5 Executive Team – Ensure adherence to maintenance policy and procedures and that all colleagues receive appropriate training.
- 13.6 Repairs and Maintenance Staff – Officers and Assistants are responsible for service delivery aligns with this policy and procedures.
- 13.7 Repairs and Maintenance Staff – Officers and Assistants are responsible for accurate record keeping.

## **14 Escalation**

- 14.1 If an employee has concerns about significant compliance issues in Repairs and Maintenance, they must escalate these concerns through their line management structure up to the Executive Team.

## **15 Records**

- 15.1 All repairs will be recorded on the appropriate computer system. Repairs and Asset Team to update records and databases as necessary.
- 15.2 Tenant Information we will retain and access tenant profile information to support service delivery and accommodate individual needs.

### 15.3 Safety Records

PHA maintains records related to:

- Gas Safety
- Water Safety
- Asbestos Safety
- Electrical Safety
- Fire Safety

## 16 Quality Assurance

16.1 Various measures will be utilised to ensure that value for money and customer satisfaction is being achieved across all aspects of the Repairs and Maintenance service.

16.2 A selection of pre and post inspections will be carried out as undernoted:

- **Reactive repairs:** pre-and post to ensure satisfactory standards (15%)
- **New contractors:** to ensure satisfactory standard achieved (15%)
- **Void work and medical adaptations:** to ensure all completed satisfactorily (100%)
- **Recalled jobs or work subject to a complaint:** to ensure all resolved (100%)

16.3 The Association will also instruct routine inspections for measured contracts related to major repairs or services, such as window installations or landscape maintenance, to ensure payments are only authorised for works completed to a satisfactory standard. These inspections may be carried out by the ARO or by independent consultants or clerk of works, suitably qualified in specific areas of work.

## 17 Funding Repairs

17.1 The repairs budget will be mainly funded from rental income and calculated with reference to historical costs, future expectations and inflation rates, administration costs and approved levels of allowances.

17.2 A sinking fund will be maintained at all times in relation to the life cycle costings and funding assistance from appropriate sources will be sought wherever possible.

17.3 The Management Committee will approve the annual maintenance budget, following recommendations by the Finance Agent, Asset Management Manager and Director.

17.4 The Planned Maintenance Programme will encompass the Stock Condition Survey, Asset Management Strategy, and budgetary commitments. This will be updated and presented to the Management Committee quarterly to appraise them of progress and actions taken to ameliorate risks and negative variances. Where there

is significant projected variance identified out-with the quarterly reporting period, this report will be taken to MC as required.

## **18 Reporting Repairs**

18.1 Tenants can report repairs to the office by any of the following means:

- In person
- By telephone
- By email
- In writing
- By text
- Via an accredited support network
- Via the Association's web site
- Via the Association's App

18.2 All repair reports will be accurately recorded on the Association's Housing Software system and inspected where appropriate to ensure that required work is completed within target completions.

18.3 Tenants will receive a copy of the Work Order for every repair they report. This will detail the nature of the repair, the contractor's details, access arrangements and target completion date. The copy work order will also detail the Right to Repair arrangements where appropriate.

## **19 Tenant Satisfaction**

Tenant satisfaction with the repairs and maintenance service will be sought in a variety of ways and used to inform future service delivery. Tenants will receive a text message for every repair reported which will advise the following:

- Work Description
- Contractor's name
- Target completion date
- Access arrangements

The tenant will be invited to reply to the text message

A quarterly report on Contractor performance will be presented to the Repairs & Asset Management s Sub-committee and this report will take account of responses from tenant satisfaction surveys, value for money, workmanship and adherence to the conditions of contract.

Resident's comments and suggestions on how to improve the repairs and maintenance service will be taken into account when policy and procedures reviews are carried out.

## **20 Procurement of Repair Work**

The Association will maintain a Framework Agreement of contractors to carry out repairs, maintenance and small works. Contractors will be selected, monitored and de-selected where appropriate in accordance with the Association's Procurement Policy.

There may be rare occasions in which the Association must use a non-approved contractor for a repair purpose. The use of such contractors will only be where absolutely necessary and will require to be approved by the Director and reported to the next Management Committee meeting.

## 21 Business Plan

In keeping with the Associations Business Plan the approach to Repairs & Maintenance should reflect the Associations core values, in particular;

- Open and accessible
- Responsible
- Accountable to the community
- Fair & trustworthy

Our Business Plan reflects that Repairs & Maintenance is a key landlord responsibility. We seek to mitigate against business risk through managing our gas maintenance service in an efficient, effective and economic manner.

## 22 Measuring Outcomes of the Policy

PHA will use the following measures to ensure as far as possible that the best value outcomes are achieved.

Key Performance Indicators	Annual Return on the Charter
Health & Safety monitoring	Internal & External Audit
Stock Condition Surveys	Stock Valuation

When the policy requires amendment the Repairs & Asset Management Sub-committee will receive a report assessing the outcomes of the policy and confirming the rationale for any proposed revisions.

## 23 Policy Review

The Policy and related procedures will be reviewed 3 years from the date of approval, or earlier should the need arise to reflect changing circumstances or changes in legislation or good practice standards. The next review will take place in January 2028.

## 24 Cross reference: Documents

Asset Management Strategy	Complaints Policy
Conditions of Contract	Equalities Policy
Financial Regulations Policy	Life Cycle Costings
Openness, Accountability and Confidentiality Policy	Procurement Policy
Rechargeable Repairs Policy	Right To Repair Policy
Scottish Secure Tenancy Agreement	Scottish Social Housing Charter
Standing Orders	Tenant Participation Strategy
Tenants Handbook	