

HORIZON HOUSING ASSOCIATION LIMITED	HOUSING SERVICES
TITLE	REPAIRS AND MAINTENANCE POLICY
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1. INTRODUCTION

Horizon Housing Association is committed to ensuring that our Repairs and Maintenance Policy meets all relevant legal and good practice requirements. We are also committed to ongoing improvement of our repairs service. This commitment involves regular review of service delivery that satisfies the following principles:

- Continually assesses all aspects of our repair service to ensure its overall efficiency and effectiveness.
- Compares service provision regularly against agreed targets, as well as good practice initiatives elsewhere.
- Consults with tenants and other service users in the development of Repairs Policy and related services. For example, consultation on Repairs Policy will be an integral part of our Tenant Participation Strategy.
- Provides repair services competitively to ensure value for money; this will include developing effective procurement and partnership arrangements.

In developing this Policy, we recognise that the Repairs Policy must be integrated to a broad range of other strategic policies such as Tenant Participation, Customer Services Charter and Voids in order to re-let empty housing as quickly as possible to minimise rental loss.

In particular, though, the principal objective of this Repairs Policy is to provide tenants with an efficient, effective repairs service which provides value for money.

In line with this objective we will strive to provide services that are:

- Sustainable and minimise waste
- User friendly and offer customer satisfaction, for instance, advising tenants regularly of progress in meeting repair targets.
- Easily accessible, for example, well-publicised and clearly accountable
- Appropriate to staff development and staff welfare and safety.

We recognise that a quality repairs and maintenance service is essential if tenants rights and interests are to be protected. Moreover, repairs are central to an effective tenant and landlord relationship. Repair and maintenance issues form a large part of our Tenancy Agreement, for example, and this Agreement details contractual rights and obligations of both the Association and tenants.

The importance of the repairs function is also reflected in Communities Scotland regulatory framework*. We are required, for instance, to:

“... provide an efficient and effective responsive repairs service for our tenants”

We must also ensure that our housing stock is maintained throughout its life and adapted, wherever possible, to tenants’ changing needs. Critical to this process is the establishment of comprehensive record systems that enable the effectiveness of repair services to be monitored and reviewed.

* COSLA/Communities Scotland/ Scottish Federation of Housing Wes (2001): Performance Standards for Social Landlords and Homelessness Functions, Page 8,AS2.1-AS2.4)

2. Aims and Objectives of Policy

The objectives of the Policy are to:

2.1 Meet all legal and good practice repair requirements.

Appendix 1 summarises the relevant legal provisions.

2.2 Categorise repairs by specific categories and complete work within specified time scales. Emergency repairs will be minimised as far as possible. Compensation will be paid to tenants where certain repairs are not completed on time. We will ensure equal access to the maintenance service for all tenants.

2.3 Ensure that maintenance work is carried out both effectively and efficiently, thus achieving value for money.

2.4 Maintain the housing stock to a high standard to minimise future repairs work, as well as maximise the life of the stock.

2.5 Establish planned maintenance programmes in liaison with tenants and other service users as appropriate. These programmes will cover works such as external pointing and painting of windows. Details of progress will be notified to tenants regularly as agreed with tenants through the Tenant Participation Strategy.

2.6 Consult with our tenants on the content of the Repairs Policy and any proposed changes prior to making changes. We will also ensure that tenants are aware of the Repairs Policy through a variety of sources including:

- Tenants' Handbook
 - The Tenancy Agreement
 - Annual Reports
 - Newsletters
- 2.7 Establish quality standards that contractors must meet to be considered under tender procedures. This will include commitment by contractors to the principles of our Equal Opportunities Policy.
- 2.8 Seek to recover repair charges owed by tenants through implementation of the Rechargeable Procedure.
- 2.9 Undertake tenant satisfaction surveys through a variety of methods including:
- Completion by tenants of Satisfaction Survey Sheets
 - Formal surveys, for example, using staff or consultants.
 - Evaluation of complaints received
- 2.10 Ensure that training is provided to relevant staff on the following:
- Policy and procedures
 - Law and good practice requirements, including landlord obligations and tenants' rights
 - Specialist training, for example, building regulations
 - Equal opportunities
 - Customer care
- 2.11 Treat any complaints seriously and implement our Complaints Policy to redress complaints as quickly as possible.
- 2.12 Monitor our performance through a system of performance indicators. (Appendix 3)
- 2.13 Review the Repairs Policy on a regular basis and consult with tenants in these reviews.

3. CONSULTATION ARRANGEMENTS

3.1 Consultation

Consultation will involve discussing proposals with tenants, giving them enough time to respond, listening to and taking account of their views and then explaining the reason for a decision.

This process of consultation has three main purposes:

- To give information in a factual and unbiased way;
- To seek information from tenants about facts and opinions; and
- To encourage the formation of tenants organisations that are fair, open and responsible so that as many residents as possible can influence the future maintenance of their homes.

3.2 The Association aims to ensure that all tenants are consulted prior to any major decision being taken affecting their tenancy. A range of approaches to consultation exists with forms varying according to the type of accommodation.

- What's on the Horizon? – This quarterly newsletter is issued to all tenants and other interested parties. This is our key method of communicating information to tenants.
- Tenant Satisfaction Surveys - This information will be collated on a regular basis with the results being made available for tenants to comment on.
- Repairs Satisfaction Surveys – Tenants who have a repair carried out are requested to complete and return the satisfaction slip. This provides us with vital information to ensure that a high quality repairs service is being delivered
- Post-allocation Meetings and Surveys - Six weeks after the allocation, tenants are asked for their views on all aspects of their home development, maintenance and management. This information is used to improve the Association's service quality
- Choice Over Design – Existing tenants will be involved in the selection of certain design aspects of their homes for the purpose of upgrade, replacement or improvements, for example, kitchen and bathroom replacements.

4. REPAIR CATEGORIES AND TIMESCALES

4.1 Repair Time Scales

We have categorised repairs under the following headings:

Emergency – completion within 7 hours
Urgent – completion within 3 days
Routine – completion within 15 days

4.2 **Right to Repair Scheme**

Scottish secure tenants have a right for certain repairs, known as “qualifying repairs”, to be completed within set timescales. Where we don’t complete repairs within these timescales, tenants have a right to compensation unless one of the exceptions applies. These exceptions are fully detailed in our Right to Repair Policy.

4.3 **Out of Hours Repair Service**

“Out of hours repairs” are those repairs which are categorised as emergencies and which require immediate action outwith our office opening hours of 9.00am till 5.00pm from Monday to Thursday, and from 9.00am till 4.30 on Friday.

4.4 **Recharging of repairs costs**

A rechargeable repair is defined by us as a repair which has been instructed and carried out by a contractor, but which is outwith our statutory and contractual repairs responsibility.

In deciding whether a tenant should be recharged, consideration will be given to the following:

- Whether or not it is reasonable to hold the tenant responsible for the repair
- Whether part or the whole cost should be re-charged
- Whether a third party was responsible and a recharge could cause distress
- Whether the rechargeable repair is an insurable item

If we are called to carry out a repair which is deemed to be a recharge repair we may recover the cost from the tenant. If the tenant fails to pay or to make and implement a reasonable arrangement to pay for such repairs our service in respect of that property will be restricted. Only repairs necessary to make the property safe and wind and watertight will be carried out while the debt remains, or until such time as reasonable payments are being made towards the debt.

5. ALTERATIONS AND IMPROVEMENTS

Scottish Secure Tenants have a right to carry out work to their homes provided they first obtain our written consent. Such consent cannot be withheld unreasonably. (Housing (Scotland) Act 2001, s28).

Work means the following things:

- Improvements
- Alterations
- Enlargement of the house or any fittings/fixtures
- Addition of new fittings/fixtures
- Erection of a garage, shed or other structure

We may consent to work being carried out subject to reasonable conditions being met, or refuse consent where it is reasonable to do so. Conditions imposed must be reasonable and include standards the work should meet, for example, compliance with relevant building regulations.

Details of this scheme are contained in our organisational procedures.

Where permission is refused, for example where the tenant is unable to obtain planning permission, or where we feel the alterations would be detrimental to the fabric of the property, tenants have a right of appeal to the sheriff court. In considering appeals, the sheriff will consider in particular:

- The safety of occupiers of the house or other premises
- Any expenditure likely to be incurred by us in agreeing to the work
- Whether the work is likely to reduce the value of the house, or make it less suitable for letting
- Any effect which the work is likely to have on the extent of the accommodation

(Housing (Scotland) Act 2001, Schedule 5, 8 (a) –(d))

Right to Compensation for Improvements Scheme

The law also provides for Scottish secure tenants to be compensated, in specific circumstances, for certain types of improvements to their homes when tenancies are ended, or assigned, that is, passed over to another person.

(The Housing (Scotland) Act 2001, sections 30 and 109(2) and the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002).

Full details of this Scheme, including cases that qualify for compensation, are provided to all tenants, both when they start their tenancy and also annually in writing.

Details of this scheme are contained in our organisational procedures.

Tenants who are dissatisfied with our decision can pursue their grievance through the association's Complaints Policy. Should they remain dissatisfied with the decision taken after this appeal tenants can also appeal to the sheriff court. Full details of this appeals process is notified to tenants as part of the general information they receive about the right to compensation scheme.

6. MISCELLANEOUS

A number of other issues relating to repairs and information to tenants are covered in the Tenants Handbook and Newsletters.

These include:

- Summary of Tenancy Agreement and responsibility
- Repairs (contains general information including how to report a repair)
- Conditions of alterations/improvements
- Grass cutting service
- Useful Maintenance Tips

7. TENANTS' REMEDIES

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

Examples of possible remedies for tenants include:

- Exercising the statutory right to repair scheme by calling in an alternative contractor
- Raising court action because of breach of contract, for example, seeking specific measures to ensure that we comply with our repair obligations). This will often include suing for damages.

- Carrying out repairs (using a reputable firm) and deduction of reasonable costs from the rent provided the tenant has:
 - Given us notice of the outstanding repairs
 - Confirmed that the repairs have not been done within a reasonable time
 - Lodged a formal complaint under our internal Complaints system
 - If still not satisfied with the decision or no decision has been made within 3 months of lodging the complaint under the Complaints system.

8. COMPLAINTS POLICY

Horizon Housing Association is required to have a Complaints Policy for two main reasons. Firstly, a Complaints Policy is important to ensure that service delivery meets the quality standards set by the Association. For example, complaints enable the Association to take remedial action to improve organisational practices that are ineffective.

Secondly, having a policy is important to comply with Communities Scotland's regulatory standards that require the Association to:

“... deal fairly and effectively with anyone wanting to appeal against, or complain about, any of our decisions or activities. We make it clear that they can complain about us to the Ombudsman”

(Communities Scotland (2001): Performance Standards for social landlords, GS3.3, P5)

The Association's Complaints Policy details policy and procedures for dealing with complaints

LEGAL AND GOOD PRACTICE FRAMEWORK

Association Repair Obligations

Legal provisions exist that govern our general legal repair obligations. (Housing (Scotland) Act 2001, s27 and Schedule 4).

These obligations are as follows:

To ensure at the beginning of the tenancy that (a) the house is wind and watertight and in all other respects reasonably fit for human habitation and (b) to keep the house in such condition throughout the tenancy.

To inspect the house before the tenancy begins and identify any work required to meet the above standard. The tenant must also be notified of any such work.

To carry out repairs to make the house wind and watertight and fit for habitation within a reasonable time of such repairs being notified to us by the tenant, or whenever we become aware of repairs, for example, during a routine property inspection.

To make good any damage that we cause in carrying out repairs, for instance, damage to wall decorations.

We have a legal right to enter our houses, at any reasonable time, to view their state and condition, or to carry out repair work needed to make the houses wind and watertight. We must first give the tenant or occupier at least 24 hours notice in writing.

The other main source of our repair obligations is the Scottish secure tenancy agreement signed by tenants. Information on these repair obligations are contained in Section 5 of the agreement.

Regulations also govern the right to repair scheme and these are contained in Scottish Statutory Instrument 2002 No. 316, 'the Scottish Secure Tenants (Right to Repair) Regulations 2002.'

The Scheme is based on the statutory scheme that formerly applied to Scottish councils. Its main purpose is to ensure that tenants can have small urgent repairs carried out when we have not completed repairs within specified time scales. Details of this Scheme are contained in our organisational procedures.

Statutory References

Housing (Scotland) Act 2001

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

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

Chartered Institute of Housing Standards

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

PROCUREMENT AND PARTNERING

Our methods of procurement for repairs aim to meet the following principles:

- Balancing the needs of the Association and contractor as service provider
- Ensuring that contractors know what standards they must meet
- Making all potential service providers subject to the same requirements
- Avoiding a restricted perspective on how services should be delivered
- Auditing the procurement process to show contracts are awarded fairly based on a clear written policy on assessing tenders and granting contracts.

We maintain a list of Approved Contractors for the purpose of the delivery of the reactive repairs service. This is in addition to the operation of the In-house Maintenance Team. We will also consider adopting a partnering approach to repairs where this improves service delivery. This involves working with particular organisations to improve performance through mutually agreed objectives. Partnering is based on an ethos of trust and working jointly to ensure continuous improvement in service delivery.

Our partnering strategy aims to meet the following principles:

- Implement effective problem solving initiatives
- Mutual learning and sharing of specialist skills and knowledge
- Developing contractor understanding of our needs and preferences
- Open book pricing not curtailed by adherence to rigid costing criteria
- Long term approach so that “teams” are sustainable through time and, therefore, benefit from shared experience.

PERFORMANCE MONITORING

In order to monitor the implementation of our Repair and Maintenance Policy, we currently monitor the following issues:

Performance Indicators for Repairs_(excluding right to repair)

- Numbers of repairs per category
- Completion rates by time scales per category:

Response Times for Reactive Repairs	Target
Emergency (7 hours)	100%
Urgent (3 days)	95%
Routine (15 days)	95%

- **Right to Repair Scheme:** as per policy.
- **Complaints:** complaints and outcomes as per procedure.
- **Tenant Remedies:**
Numbers of actions raised and outcomes
(Internal Appeal, Sheriff Court)
- **Pre and Post-inspection: reactive repairs**
Target for pre-inspection is a minimum of 10%
Target for post-inspection is 10%, and for all works in access of £500.