

## **REPAIRS AND MAINTENANCE POLICY**

**Policy Classification: Management**

**Status: Approved**

<b>Policy Lead:</b>	Director of Property Assests
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<b>Review Period:</b>	3 years unless required earlier due to changes in the law, regulation, best practice or requirement of the Association

## REFERENCE PAGE

<b>Document Title:</b>	Repairs and Maintenance Policy
<b>Aim:</b>	Clearly define levels and standards of service for repairs and maintenance.
<b>Objective:</b>	SO5 PROPERTY ASSETS – Invest in our property assets to ensure a targeted approach to address need
<b>Scope of Policy:</b>	All stakeholders
<b>Nominated Officer:</b>	Property Manager
<b>Approval Source:</b>	Executive Team
<b>Legal &amp; Regulatory References:</b>	<ul style="list-style-type: none"> <li>• The Housing (Scotland) Act and subsequent amendments</li> <li>• The Scottish Secure Tenancy Agreement</li> <li>• Performance Standards for Registered Social Landlords</li> <li>• Scottish Housing Quality Standard</li> <li>• Energy Efficiency Standard for Social Housing</li> <li>• The Scottish Social Housing Charter</li> <li>• Right to Repair Housing (Scotland) Act 2001</li> <li>• Right to Compensation for Improvements Housing (Scotland) Act 2001</li> </ul>
<b>Procedural References:</b>	Repairs Procedure Manual
<b>Consultation Completed:</b>	Yes - Staff & customers
<b>Risk Implications:</b>	1- Existing policy, minimal change
<b>Equalities Assessment:</b>	All Eildon policies and key documents are developed with the clear objective of ensuring that they do not discriminate against any person and have negative impacts for equality groups. We will always welcome comments on the impact of a policy on particular groups of people in respect of, but not limited to, age, disability, gender reassignment, race, religion, sex or sexual orientation, being pregnant or on maternity leave and children's rights and wellbeing.
<b>Accessibility:</b>	Accessible electronically/online and in print. All documents can be translated and made available in audio, braille and large print versions upon request.
<b>Publish on Website:</b>	Yes

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## 1. INTRODUCTION

- 1.1. Our Strategic Objective 5<sup>1</sup> states that we will invest in our property assets to ensure a targeted approach to address need.
- 1.2. This links our business objective with the outcomes set out by the Scottish Housing Regulator in the Scottish Social Housing Charter (SSHC) where landlords are required to manage their businesses so that:

*‘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. (SSHC Outcome 4: Quality of Housing)’.*

and

*‘Tenants homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done. (SSHC Outcome 5: Repairs, maintenance and improvements)’.*

- 1.3. This Repairs and Maintenance Policy has been developed to contribute to this by providing a clear framework to achieve a high quality, effective and efficient repairs and maintenance service which delivers value for money for all our customers.
- 1.4. This framework has been produced following the successful re-tendering of the Repairs and Maintenance contracts. The ethos of the new contracts reflects internal stakeholder feedback and customer satisfaction data so as to allow increased performance management of contracts as well as more targeted service standards for our varied customer groups.

## 2. SCOPE OF THE POLICY

- 2.1. This policy will apply to all buildings in our ownership and to all individuals employed and/or engaged by us, though the level of maintenance service will vary based on the nature of the tenure and/or tenancy agreement between Eildon and the customer. It covers all aspects of the reactive, cyclical and planned maintenance service delivered by us and our partners, contractors or other agencies at times.

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<sup>1</sup> SO5 PROPERTY ASSETS – Invest in our property assets to ensure a targeted approach to address need

### 3. PRINCIPLES

3.1. In order to meet our strategic objectives this policy is underpinned by the following principles:

- Take account of customers' views and priorities on key aspects of service delivery through a variety of consultations designed to appeal to as many customers as possible. This has included and will include:
  - Learnings from formal complaints
  - Understanding of the customer experience through satisfaction surveys
  - Topic based feedback from the Customer Voice Focus Group
  - An annual tenant-led sense-check of Key Performance Indicator outturns and deep-dives into areas of poor performance
  - Customer focus groups as required
- Clearly defined levels and standards of service for the repair and maintenance service.
- This policy applies to all properties in the group, including Private Residential Tenancy agreements used in our mid-market rent properties. The policy also applies (unless otherwise amended by local leases) across our small commercial portfolio. We therefore need to be aware of and responsive to changing needs, standards, statutory and regulatory requirements, and recognised good practices such as:
  - The Housing (Scotland) Act and subsequent amendments
  - The Scottish Secure Tenancy Agreement
  - Performance Standards for Registered Social Landlords
  - Scottish Housing Quality Standard
  - Energy Efficiency Standard for Social Housing
  - The Scottish Social Housing Charter
  - Right to Repair Housing (Scotland) Act 2001
  - Right to Compensation for Improvements Housing (Scotland) Act 2001.
- Provide a structured approach to reactive repairs which promotes right first-time repairs, and which is focused on preventative measures complemented by the cyclical and planned maintenance services.
- Maintain our stock to a high standard which achieves, and where possible exceeds, regulatory standards.
- Provide properties which are attractive to current and future customers and are a long-term asset for us.
- Promote accessibility and inclusion by taking account of adaptability when delivering our maintenance service and programmes.
- Minimise property void periods in order to minimise rental loss and maintain the high occupancy levels indicative of attractive areas in which people want to live.

- Comply with our Financial Standing Orders and Scottish directives to ensure open, transparent and sustainable procurement and to obtain best value for tenants in relation to maintenance services.
- Continually monitor and review the performance of all who work for, or on, our behalf to ensure that these standards are met and high levels of tenant satisfaction are achieved.

## 4. POLICY OBJECTIVES

4.1. This policy is designed to meet the following objectives:

- Clearly define the responsibilities of customers and us in relation to reactive maintenance and be open and accountable for all actions and decisions.
- Provide customers with clear information on all aspects of the maintenance service through leaflets, handbooks, ARC and the annual performance report, annual reviews, regular newsletters and our website. Further customer advice on what to expect when vacating a home can be found in our published Void Management policy.
- Ensure that relevant staff are well trained and supported to deliver a high quality service and meet customers' needs.

## 5. APPROACH AND METHOD

### 5.1. Repair Classification and Categories

5.1.1. There are 3 main classifications of maintenance:

- Reactive maintenance
- Cyclical maintenance
- Planned maintenance

5.1.2. **Reactive Maintenance:** those repairs or defects which are carried out on a responsive basis e.g. the loss or partial loss of heating, power or lighting, blocked toilets, sinks or dripping taps or doors and windows not opening or closing properly.

5.1.3. Reactive Maintenance is split into two main categories: Emergency and Non-Emergency which are summarised below. Full details can be found in Appendix 1: Priority Service Plan.

5.1.4. **Emergency Repairs:** repairs which are defined as defects or faults which put the health, safety or security of a tenant or third party at immediate risk or cause harm to the structure of the property. An out of hours service is provided for emergency repairs by an external provider who has access to maintenance and senior staff for further advice.

- 5.1.5. Our target for emergency repairs is to attend within 2 hours of the repair being reported to us, and where possible, to complete the required work in that same timescale. Where it is not possible to complete the repair, our target is to make the situation within 2 hours, completing the repair as soon as practicable thereafter.
- 5.1.6. **Non-Emergency Repairs:** repairs which are not considered to cause an immediate risk to health, safety or security; or those repairs that residents can reasonably live with for a period of time without risk or where requirement for repair does not cause any harm to the structure of the property.
- 5.1.7. Our target for non-emergency repairs is to complete the works within 10 working days. Some non-emergency repairs may be prioritised for earlier completion – for example where there is a Right to Repair.
- 5.1.8. We will through our contractors offer morning (including Saturdays), afternoon or evening (Tuesday & Thursday) appointments for repairs inside a tenant's home within our target of 10 working days. Individual tenant appointment preference will be respected and be accorded more important than achievement of the target time for completion.
- 5.1.9. **Planned Repairs** come in two categories:
- **Cyclical:** undertaken on an arranged cycle such as external decoration, gutter cleaning and electrical testing
  - **Non-cyclical:** items that are in need of repair that are neither reactive or cyclical in nature. This includes items such as scheme improvements, shared repairs and modernisation that does not involve the capitalisation of components.
- 5.1.10. **Component Replacement:** major works will normally be carried out when the building components have reached, or are about to reach, the end of their expected lifespan. There may be occasions when a replacement is conducted later, if a physical inspection confirms that the component is in serviceable condition or if the component needs to be replaced with other components that have not yet failed (rain water pipes will be included with roof covering renewals, for example). This includes kitchen and bathroom replacements, window replacements and boiler replacements. Likewise, if we receive information that a component has failed earlier than expected this will be factored into the annual refresh of our Investment Plan.

## **6. INTERACTION WITH OTHER POLICIES**

- 6.1. This Repairs and Maintenance Policy is intended to be consistent and complement other policies and strategies, in particular – Asset Management Strategy, Decant, Home Loss and Disturbance Policy, Complaints Procedure, Factoring Policy, Property Management Policy, Rechargeable Repairs Policy, Estate Management Policy, Void Management Policy and Customer Voice Strategy.
- 6.2. This Policy must also operate in conjunction with our Financial Regulations and Standing Orders, Procurement Policy, Ex-Gratia Guidelines, Adaptations Procedure and Equality and Diversity Policy.

## **7. RIGHT TO REPAIR**

- 7.1. The Right to Repair (RTR) is a statutory right established by the Housing (Scotland) Act 2001 in which tenants have the right to have certain small repairs, up to the value of £350, carried out within a certain timescale.
- 7.2. The scheme covers certain repairs which are called 'qualifying repairs' and these include unsafe power, lighting sockets or electrical fittings; loss or part loss of electric power; and loss or part loss of gas supply. We will advise customers when reporting a repair if it is a qualifying repair and of their rights under the Right to Repair Scheme. We will also advise customers of the name and address of a second contractor that they can contact should we fail to complete the repair in the timescale.
- 7.3. If we fail to complete the qualifying repair on time then tenants will be entitled to appoint the second contractor to carry out the repair and they will receive compensation to a maximum of £100 for one repair.
- 7.4. The full of list qualifying repairs is included in Appendix 2: Right to Repair, along with the timescales in which each repair should be completed. Appendix 1 also details tenants' rights under the scheme as well as the level of compensation should we fail to complete the repair.
- 7.5. Where a customer reports a reoccurring failure, in the first instance the repair will be inspected or re-inspected by a Maintenance Officer who will determine the appropriate action. Should there be a subsequent failure, the matter will be escalated to the Property Manager and/or the Director of Property Assets. It will be our priority to ensure that the customer's inconvenience is limited through identifying the means by which the required repair is to be completed. Any issues arising with contractors or suppliers will be dealt with as a secondary consideration once the customer's requirements are met.



## **8. DAMP, MOULD AND CONDENSATION**

- 8.1. Eildon recognises that excess moisture in a home can be caused by a variety of reasons. Where a technical defect or design inadequacy is identified as being a contributory cause of condensation we will put this right. Customers may usually expect an independent technical inspection by a third-party where either persistent or difficult-to-diagnose cases of excess moisture are presented. We will always act on these recommendations. Where there is more a customer can do to help manage moisture in their home we will first rule-out technical defects and work with customers to understand how best to manage the natural occurrences of moisture that are inherent to dwellings.

## **9. COMPENSATION FOR IMPROVEMENTS**

- 9.1. Under the Housing (Scotland) Act 2001, Scottish secure tenants and short Scottish secure tenants may be able to receive compensation at the end of their tenancy from their landlord for improvements which they have made to their home, with landlord approval, on or after 30 September 2002.
- 9.2. There are certain improvements such as a replacement bath, shower or double glazing that would qualify for compensation under the legislation. The type of improvements that qualify are detailed in Appendix 3: Right to Compensation for Improvements, together with the level of compensation that will be paid as set out in the legislation.

## **10. CUSTOMER RESPONSIBILITIES**

- 10.1. Customers must meet their obligations as described in the Tenancy Agreement, including:
- Prompt reporting of any damage to the house or related common parts.
  - Providing access for the landlord to carry out repairs and maintenance works and inspections as required.
  - Taking reasonable care of the house and the surrounding external and common areas.
  - We will recover the cost of any repairs we carry out, to the house, or related common parts, that are made necessary by acts of damage – as result of a failure of reasonable upkeep or malicious actions or neglect – by the customer, a member of their household, or visitor to their house.
  - Vandalism by other people may be excluded provided the customer has reported the damage to the Police and to the Association as soon as the damage is discovered. Exemption will only be considered where there is a valid Incident Number from the Police.

- 10.2. The customer is responsible for insuring the contents of the property or the personal possessions of the household against loss by fire, flood, theft, accident, vandalism or other household risk.

## **11. EQUALITY AND DIVERSITY**

- 11.1. This policy has been reviewed and complies with our vision of providing socially inclusive services underpinned by our core values of equality and diversity. Services and procedures which are developed from this policy will be subject to similar assessment.

## **12. COMPLAINTS**

- 12.1. We have a clear and transparent approach to complaints which deal fairly with anyone wanting to appeal or complain about an aspect of our service. All complaints or appeals will be dealt with through the complaint procedure in line with our policy.
- 12.2. Our approach to complaints is essential to ensure that service delivery meets the quality standards which we set. For example, complaints can assist in identifying organisational practices that are ineffective providing a basis to take remedial action to improve.
- 12.3. Our Complaints Procedure sets out clear procedures for our tenants or a third party as to how to make a complaint. If the complainant remains unhappy with how we deal with their complaint then they can ask the Scottish Public Services Ombudsman (SPSO) to review the complaint.

## **13. POLICY EVALUATION AND REVIEW**

- 13.1. The activities covered under the Repairs and Maintenance Policy will be subject to performance monitoring on a continuing basis. We will report on key performance areas to our Leadership & Executive teams, our Board and our customers. If significant issues of concern arise, these will be dealt with by the relevant Director who will report such matters to the Executive Team and/or the Board. Any matter which demonstrates a serious failure of internal controls should also be reported immediately to the Chief Executive.
- 13.2. Periodic audits of policy compliance may be conducted by the Internal Auditor with results being reported to the Audit and Risk Sub-Committee.

- 13.3. Key areas for monitoring to be considered in line with this policy will be:
- Risk management.
  - Provision of training and / or information to staff.
  - Compliance with policy and procedure.
  - Effectiveness of communications about maintenance with contractors, tenants and within our organisation.
  - Progress towards strategic targets.
  - Compliance with regulations e.g. Gas, Health & Safety.
  - Budgetary and expenditure control.
  - Contract administration and contractor performance.
  - Customer satisfaction with Property Maintenance.
- 13.4. We undertake to review this policy regularly with regard to:
- Applicable legislation, rules and guidance.
  - Changes in the organisation.
  - Continued best practice.
- 13.5. The review will be led by our Property Manager.

#### **14. POLICY AVAILABILITY**

- 14.1. This policy is available to the public on our website. Copies are also available on request and free of charge. A summary of this policy can be made in a number of other languages and other forms if required.

## **APPENDIX 1: PRIORITIES AND SERVICE PLAN**

**This service plan outlines the repair categories and timescales for the repairs service at this time; this guideline will be subject to minor variation depending on feedback from tenants from time to time to give clarity over the service delivery but will not fundamentally change from the policy.**

### **REPAIR CATEGORIES AND TIMESCALES**

#### **1.0 Emergency Repairs**

Emergency repairs are defined as defects or faults which put the health, safety or security of a tenant or third party at immediate risk or cause harm to the structure of the property. Repairs considered to be an emergency are outlined below and are intended to be indicative.

- No electricity
- Exposed electrical wires
- No water, where this is not the responsibility of Scottish Water
- Blocked toilet where no other toilet is available
- Cistern not flushing and no other toilet is available
- Broken window, where the glass is broken all the way through or glass is unsafe
- Unable to close or lock an external door or ground floor window
- Flooding
- Loose roof tiles where there is a danger of tiles falling from the roof, providing that it is safe for the contractor to access the roof
- No heating where there is considered to be a vulnerability of the tenant or occupant, such as children under the age of 5, or where the tenant is unable to cope with the conditions due to age, ill-health or disability

An out of office hours service is provided for emergency repairs by an external provider who has access to maintenance and senior staff should further advice be required.

Our target for emergency repairs will be to attend to the repair within 2 hours of receiving the request and where possible complete the required repair within that same timescale.

## **2.0 Non-Emergency Repairs**

Non-emergency repairs are those repairs which are not considered to cause an immediate risk to health, safety or security; or those repairs that you can reasonably live with for a period of time without risk to your health, safety or security; or which do not cause any harm to the structure of the property.

Repairs considered to be non-emergency are outlined below and are intended to be indicative:

- Window handles needing adjustment where security is not affected
- Fencing repairs or replacement where no danger is being caused – if required, any dangerous sections would be removed as an emergency
- Loose flooring
- Kitchen unit doors or drawer repairs
- Overflow from cistern running
- Replacement clothes poles/rotary driers

Our target for completion of non-emergency repairs is, normally, within 10 working days. We will offer morning or afternoon appointments for repairs inside a tenant's home within our target of 10 working days. Individual tenant appointment preferences will be respected, even where this means an appointment is made outside the target timescale. Where we assess that there is an increased risk of harm to persons or property, we will prioritise these repairs and aim to complete them within 3 working days.

## APPENDIX 2 – RIGHT TO REPAIR

### 1. What is the right to repair?

Under the Housing (Scotland) Act 2001, Scottish secure tenants and short Scottish secure tenants have the right to have small urgent repairs carried out by their landlord within a given timescale. This is called the Right to Repair scheme. The Right to Repair scheme applies to all tenants of local authorities, housing associations (including tenants who are members of fully mutual co-operative housing associations), and water and sewerage authorities.

### 2. What repairs come under the Right to Repair Scheme?

The scheme covers certain repairs up to the value of £350. These repairs are known as 'qualifying' repairs. Table 1 below outlines the qualifying repairs and the maximum time the repair must be done in as set out by the legislation.

**Table 1 – Qualifying Repairs and Timescales**

<b>Qualifying Repairs</b>	<b>Maximum Time Period</b>
Blocked flue to open fire or boiler	1 day
Blocked sink, bath, or drain	1 day
Loss of electric power	1 day
Partial loss of electric power	3 days
Insecure external window, door or lock	1 day
Unsafe access path or step	1 day
Significant leaks or flooding from water or heating pipes, tanks or cisterns	1 day
Loss or partial loss of gas supply	1 day
Loss or partial loss of water heating where no alternative heating is available	1 day
Unsafe power or lighting socket or electrical fitting	1 day
Loss of water supply	1 day
Partial loss of water supply	3 days
Loose or detached banister or handrail	3 days
Unsafe timber flooring or stair treads	3 days
Mechanical extractor fan in internal kitchen or bathroom not working	7 days

### **3. What happens when I report a repair?**

When you report a repair, we will let you know whether it is our responsibility and whether it is a qualifying repair under the Right to Repair scheme. We may need to inspect your home to find out whether the repair is a qualifying repair or not.

If the repair does qualify under the scheme, we will:

- tell you the maximum time allowed to carry out the repair;
- tell you the last day of that period;
- explain your rights under the Right to Repair scheme;
- give you the name, address and phone number of their usual contractor and at least one other contractor from a list; and
- make arrangements with you to get into your home to carry out the repair.

### **4. What happens if the work is not done in time?**

If our usual contractor does not start or complete the qualifying repair within the time limit set, you can tell another contractor from our list to carry out the repair. You cannot use a contractor who is not on our list. You will then be entitled to £15 compensation for the inconvenience.

The 2nd contractor has the same length of time to carry out the repair as our usual contractor and they will invoice Eildon directly for the cost of the repair. If they do not carry out the repair within the time limit set, you will be entitled to another £3 compensation for each working day until the repair has been completed to a maximum of £100.

If we are not able to provide you with a 2nd contractor then our usual contractor will carry out the works and you will be entitled to £15 compensation.

### **5. Exemptions**

There are occasions when, although the repair may be designated as a 'qualifying repair', nevertheless the right to repair does not apply. In these cases we may need to extend the time to complete the repair. Exemptions apply in the following circumstances:

- When the repair falls within a contractual defects liability period or guarantee period and requires to be carried out by the main contractor or supplier.
- If the repair is anticipated to cost in excess of £350 e.g. where a new boiler is required.
- Severe weather prevents us from attending to the repair.

## APPENDIX 3 – RIGHT TO COMPENSATION FOR IMPROVEMENTS

### 1. What is the right to compensation for improvements?

Under the Housing (Scotland) Act 2001, Scottish secure tenants and short Scottish secure tenants may be able to receive compensation from their landlord for improvements which they have made to their home on or after 30 September 2002.

For you to qualify for this compensation:

- You must have had prior approval for the improvement; and
- your tenancy must have ended.

### 2. What kind of improvements can I get compensation for?

You can only get compensation for certain improvements. These include installing, replacing or fitting the items outlined in Table 1 below:

**Table 1: Qualifying Improvements**

Improvement	Notional Life
Bath or shower	12 years
Cavity wall insulation	20 years
Sound insulation	20 years
Double glazing or other external window replacement or secondary glazing	20 years
Draught-proofing of external doors and windows	8 years
Insulation of pipes, water tank or cylinder	10 years
Installation of mechanical ventilation in bathrooms and kitchens	7 years
Kitchen sink	10 years
Loft insulation	20 years
Rewiring and the provision of power and lighting or other electrical fixtures including smoke detectors	20 years
Security measures other than burglar alarm systems	15 years
Space or water heating	12 years
Storage cupboards in bathroom or kitchen	10 years
Thermostatic radiator valves	7 years
Wash hand basin	12 years
WC	12 years
Work surfaces for food preparation	10 years



You can claim compensation for:

- the cost of materials (but not appliances such as cookers or fridges); and
- labour costs (but not your own labour).

**You cannot claim for decorating the inside of your home.**

### **3. How we will calculate the amount of compensation**

You can receive up to £4,000 for each improvement but you will not receive any compensation for an improvement if the amount of compensation would be less than £100.

We will start with the cost of the improvements and we will ask you to provide proof of the amount you have spent.

If you had financial help such as a grant to help make your improvements, we will take the amount of this grant from the cost of your improvements.

The value of any improvement you have made falls as the improvement gets older and as you get use out of it. The compensation you get will take the age of your improvement into account. This is calculated using the formula below which is set up in the legislation

- **FORMULA FOR CALCULATING COMPENSATION**

The amount of compensation payable is based on a combination of:

- |  |          |
|--|----------|
| • the initial cost of the improvement        | <b>C</b> |
| • the notional life of the component         | <b>N</b> |
| • the age of the component at end of tenancy | <b>Y</b> |

$$\text{Compensation} = C \times (1 - (Y \div N))$$

For example, if a qualifying improvement with a notional life of 12 years was carried out 4 years ago at a cost of £480, the compensation would be:

$$£480 \times (1 - (4 \div 12))$$

- $£480 \times (1 - \frac{1}{3})$
- $£480 \times \frac{2}{3}$
- Compensation = £320.00

We may also reduce your compensation if we believe you paid too much for the improvement or the specification is much higher than it would have been if we had carried out the improvement.

We may also increase or reduce your compensation depending on the condition of the improvement when your tenancy ends.

We will also deduct from the compensation any money you owe from the compensation you are entitled to (for example, for unpaid rent).

You will usually need to give us an invoice to show how much your improvements cost.