

Code: M10 Reactive Repairs Policy & Procedures

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Cross Reference:

'Raising Standards in Housing'
A Good Practice Guidance Manual
Scottish Federation of Housing Associations

The Scottish Secure Tenants (Right To Repair)
Regulations 2002

Reactive Maintenance Measured Term Contract

Rechargeable Repairs Policy and Procedures

Awarding Maintenance Contracts Policy and
Procedures

Forth Housing Association Limited

Reactive Repairs Policy and Procedures

Introduction

The purpose of this document is to set out Forth Housing Association's guiding principles in the provision of its Reactive Repairs and Maintenance Service. The document seeks to set out clearly the service which the Association will provide, an explanation of the provisions of that service, how the service will be monitored, and where delegated responsibility and authority lies for the service delivery. In addition, the document sets out how the policy will be implemented at an operational level, who has responsibility for each function and how the system will be administered.

POLICY

1.0 Landlord's Duties

- 1.1 Forth Housing Association will endeavour to maintain its housing stock to the highest standard, to ensure that properties are fit for human habitation, and that no defect places any person in potential danger. Thereby contributing to the tenants safe and comfortable enjoyment of their home.
- 1.2 Forth Housing Association will adhere to common law and the statutory duties placed on it within:
 - The Housing (Scotland) Act 1987
 - The Housing (Scotland) Act 1988
 - The Housing (Scotland) Act 2001
 - The Building (Safety Health and Welfare) Regulation 1948 and any amended or superseding Regulation
 - The Construction, Design and Management (CDM) Regulations 1994
 - The Scottish Secure Tenants (Right to Repair) Regulation 2002. Scottish Statutory Instrument 2002 No 316
 - The Gas Safety (Installation and Use) Regulations 1994 and Amendment 1996 No 550 and Amendment No 2 1996 No 2541
- 1.3 Any subsequent or superseding duties placed upon Forth Housing Association will be adopted as a matter of course.
- 1.4 Forth Housing Association will clearly detail the duties and obligation of both tenant and Landlord within the Tenancy Agreement. (Scottish Secure Tenancy) and the Tenant's Handbook.

2.0 Category of Repair

2.1 In order to prioritise repairs the following categories and response times will apply:

2.1.1 Emergency Repairs (E)

This refers to repairs necessary to prevent serious damage to the building, danger to health, risk to safety, risk of serious loss or damage, or serious inconvenience to the occupier or occupier's property.

For example:

- Electrical supply to the property, excluding the mains supply and meter which is the responsibility of the service provider.
- Gas supply to the property, excluding the mains supply pipe work to/and the meter which are the responsibility of TRANSCO
- Internal water supply to the house, excluding the pipe work and mains supply which are the responsibility of Scottish Water.
- Blocked drains within the property line
- Security of property
- Access to property

These repair requests **should be attended to by the Contractor within 4 hours of notification**, 24 hours a day seven days a week, to make safe the hazard or complete the necessary repair.

2.1.2 Urgent Repairs (U)

This refers to repairs necessary to prevent a serious loss of facility, or where delay is likely to cause further serious deterioration to the property or inconvenience to the occupier. For example:

- Water tightness of property
- Replacement of sanitary defects
- Heating and hot water to property

These repair requests **should be attended to by the Contractor within 2 working days or at a time agreed with the Tenant.**

2.1.3 Routine Repairs (R)

This refers to work which can be deferred without causing a serious inconvenience to the occupier or further adversely affecting the property. These repairs **should be completed by the Contractor within ten working days or at a time agreed with the Tenant.**

2.1.4 "Qualifying Repair" (Q)

Forth Housing Association will adhere to the Landlord's duties set out within the Scottish Secure Tenants (Right to Repair) Regulations 2002 and aim to complete all qualifying repairs within the target times specified. Forth Housing Association has a Right to Repairs Policy and Procedure which should be consulted separately.

2.1.5 The Association does not believe its performance should be penalised due to Contractors having difficulty in arranging access with a tenant. Where this is the case, such statistics will be recorded as having been completed within target.

2.1.6 Rechargeable Repairs/Work

- i. Forth Housing Association will recharge former/tenants for repairs/work carried out on their behalf, which are deemed their responsibility.
- ii. Forth Housing Association aims to ensure that tenants understand their obligation to pay rechargeable repairs and the options available for doing so.
- iii. When a tenant makes an arrangement with a contractor for work to be carried out but fails to keep this appointment, without good reason, the Association may recharge the tenant any costs incurred by the contractor for an abortive call. Where a Contractor fails to gain entry to a property a card should be left advising the tenant of their visit.
- iv. The Association has a separate Rechargeable Repairs Policy and Procedures which should be consulted.

2.1.7 Defects

- i. When a tenant takes up residency of a new-build property this is covered by the Defect Liability Period (D.L.P.) which runs for one year from the time the property is handed over to the Association by the Main Contractor.
- ii. Tenants will be made aware at the time of signing their Tenancy Agreement that the Building Contractor **will normally** be responsible for any repairs which are required to their home within the D.L.P. The separate contractual procedures will be explained to the tenant. This information will be included in the Tenants' Handbook with details of the Contractor's emergency service and how defects should be reported to the Association.
- iii. Forth Housing Association has a separate Defects Policy and Procedures which should be consulted.

3.0 **Pre-Inspections**

The Association will undertake to pre-inspect 10% of repair requests when it is deemed necessary in order to:

- Gain additional technical information which the customer is unable to provide
- Gain additional technical information which would be of use to the Contractor in carrying out the repair
- Establish/clarify the nature/cause of the repair request
- Establish the Association's responsibility for the repair request.

4.0 **Post Inspections**

The Association will under take to post-inspect 10% of work orders issued to monitor;

- Quality control,
- Contractors' Performance and,
- Customer satisfaction: with the repair and service delivery of the Association and contractor.

4.1 10% of each Contractor's monthly invoices will be randomly selected for Post Inspection based upon the following criteria;

- works by new Contractors during run-in period
- Repairs to Voids
- Works in excess of £500. ex VAT
- Reactive Repairs to Tenanted properties
- Works on which a Contractor has previously performed poorly.
- Tenant's complaint regarding repair/contractor.

4.0 Post Inspections/cont.

4.2 In the event of any aspect of the repair being considered unsatisfactory the contractor will be requested to “call back” and make good the defect at no expense to the Association or tenant.

5.0 Emergency Repairs

5.1 Forth Housing Association provides an out of Office hours emergency repair service. All tenants of the Association will be made aware of this service when signing their Tenancy Agreement and the information will be included within the Tenant’s Handbook.

5.2 Central Scotland Police will be provided with a list, which will be updated when required, of the Associations’ emergency telephone numbers.

6.0 Monitoring

6.1 A Quarterly Maintenance Report will be submitted to the Housing Management & Maintenance Sub-Committee meeting. The report will detail;

- Pre- inspections carried out.
- Post- inspections completed and customers’ comments.
- Works orders issued to Contractor detailing percentage completed within target, an explanation of those not completed within target, and works orders not yet invoiced for payment.
- Void Properties: Number of properties, per centage turned round within target, an explanation where target not achieved, and expenditure on Voids.
- Actual expenditure compared with the Budgeted expenditure and the variance plus or minus.
- An indicative cost for outstanding invoices.
- Contractors’ expenditure for Quarter and cumulative total.
- Monitor Cyclical/Planned Maintenance
- Major Repairs under taken in period
- Any other information as required

7.0 Invoicing

7.1 All contractors’ invoices should be submitted promptly for payment within 30 days of completion of the work instructed. Invoices should be submitted by the 28th of each month for payment by the 28th of the following month.

7.2 Contractors should attach the blue copy of the relevant Works Order to the corresponding invoice when submitted for payment.

8.0 Responsibility

8.1 The Technical Services Officer will act as Contract Administrator for the duration of Repairs and Maintenance contracts

8.2 The Repairs Officer will be responsible for the operational duties of the Reactive Maintenance service.

8.0 Responsibility/cont.

- 8.3 The Housing Management and Maintenance Sub-Committee will review key documents and give consideration to the business of the Repairs and Maintenance service. Recommendations of the Sub-Committee will be remitted for decision by the Management Committee. Decision making in relation to matters of policy or operations shall remain with the Management Committee.
- 8.4 The Management Committee will direct and exercise proper control over the activities of the Association in an efficient, effective, accountable and independent manner.

9.0 Contractors Performance

Forth Housing Association reviews its Approved List of Contractors for the provision of the Reactive Repairs and Maintenance service on a two-year cycle. A separate document exists, Policy and Procedures for Awarding Maintenance Contracts, which proscribes Contractor Selection and delegated responsibility and authority in this process and should be consulted separately.

- 9.1 Forth Housing Association aims to appoint competent and reliable contractors to provide its Repairs and Maintenance service. To ensure this the Association will continually monitor Contractors' performance.
- 9.2 Should a Contractor's performance fall below that set out in the relevant contract the Technical Services Officer will meet with the Contractor to discuss the Association's concerns. At each stage of the proceedings the Technical Services Officer shall liaise with the Technical Services Manager.
- 9.3 The Contractor will require to satisfy the Technical Services Officer that changes will be made to improve service delivery to a standard acceptable to the Association. This will be confirmed in writing by the Technical Services Officer to the contractor.
- 9.4 Thereafter the Contractor's performance will be closely monitored for a period of three months. During this period the Contractor and Technical Services Officer will meet monthly to discuss the service delivery. The details of these meeting will be minuted by the Association and a copy passed to the Contractor.
- 9.5 Should the Contractor's performance improve to an acceptable standard during this three month period the Association will revert to monitoring the Contractor's performance on a quarterly basis. The Technical Services Officer will confirm this by letter to the Contractor.
- 9.6 Should the Contractor fail to improve their performance during this period the Contractor will be advised of this in writing by the Technical Services Officer. The Contractor will be advised of the areas in which he is under performing and of the changes/targets that the Association would expect the Contractor to make/meet. At this stage the Contractor will be asked to confirm whether he wishes to remain on the Approved List of Contractors.
- 9.7 Should the Contractor no longer wish to remain on the Approved List of Contractors a report to this effect will be presented to the Housing Management and Maintenance Sub-Committee with a recommendation that the Contractor's contract be rescinded as per the Conditions of Contract.
- 9.8 Should the Contractor wish to remain on the Approved List of Contractors he must adopt and adhere to the recommendations for improvement set out in the Technical Services Officer's letter (under 9.6) for a probationary period of three months.

9.0 Contractors Performance/cont.

- 9.9 During the probationary period the Contractor's performance will again be closely monitored by the Association and monthly meetings will take place with the Technical Services Officer.
- 9.10 Should there be a sustained improvement in the Contractor's performance during the probationary period the Association will revert to monitoring the Contractor's performance on a quarterly basis. The Technical Services Officer will confirm this by letter to the Contractor
- 9.11 Should the Contractor fail to improve their performance during the probationary period the Technical Services Officer will advise the Contractor in writing that a report will be submitted to the Housing Management and Maintenance Sub-Committee recommending that the Contractor's contract be rescinded as per the Conditions of Contract.

10.0 Service Provision

- 10.1 The Association will monitor tenants' satisfaction with the Repairs and Maintenance service by tenant questionnaires and other appropriate means depending on the nature of works and number of tenants affected by this work.
- 10.2 When a tenant reports a reactive repair to their home the Association will issue a questionnaire on which to record their evaluation of the service they received from the Association and contractor.
- 10.3 Whilst undertaking Post Inspections the views of Tenants will be sought by means of a questionnaire on the quality of the service which they received.
- 10.4 On completion of Cyclical/Planned Maintenance works a random sample of those tenants affected by the works will be asked for their views on the service which they received. The means by which this information is gathered may vary depending on the number of tenants affected and the nature of the works, e.g. questionnaires, Post inspection interview, Post cards left by the Contractor, etc.
- 10.5 The Technical Services Officer will collate the information received each quarter and report on this to the Housing Management and Maintenance Sub –Committee.

11.0 Repairs and Maintenance Service

- 11.1 The Association will keep residents informed of the Repairs and Maintenance service through the publication of information and publicity pamphlets, quarterly Newsletters, Annual Report and any other appropriate means

12.0 Data Protection

- 12.1 When implementing the policies and procedures of Forth Housing Association all staff and committee members must adhere to and be aware of the requirements of the Association's approved Confidentiality Policy and the Data Protection Act 1998. In situations where there may be any doubt about the requirements of the Data Protection Act 1998 it is recommended that the Association seeks the views of its legal advisors.

13.0 Equal Opportunities

13.1 Forth Housing Association believes that certain sectors of the population are disadvantaged by individual and group values, as well as by organisational structures. Forth Housing Association seeks to avoid all such forms of discrimination by ensuring that there will be no discrimination on the grounds of race, colour, nationality (including citizenship), ethnic or national origins, religion, social background, disability, marital status, responsibility for children or dependants, gender, age or sexual orientation.

14.0 Complaints

14.1 The Association aims to ensure that the service provided to residents is of the highest quality. If this is not the case, a Complaints Policy and Procedure is established to allow all residents or affected parties to state their grievance. The Scottish Public Services Ombudsman is the final stage of this process.

15.0 Review Period

15.1 This Policy/Procedure will be reviewed five years from the date of approval.

15.2 Consideration will be given to any changes in legislation, good practice or operational changes which may affect the content.