

FORTH HOUSING ASSOCIATION LIMITED

REPAIRS AND MAINTENANCE POLICY

Governance Maintenance

Code: M10

Approval: November 2023

Review Date: November 2026

Cross Reference: M11 Rechargeable Repairs Policy



This document can be made available in various formats such as in larger print, audio-format and Braille. It can also be made available in other languages, as appropriate.

Policy Summary

This policy has been developed to show how Forth Housing Association manage repairs and maintenance to our properties.

Equalities

There is no requirement to do a full Equality Impact Assessment.

Privacy

There is no requirement to do a full Privacy Impact Assessment.

Policy Owner

Name: Mareta Greig

Date of Next Review: November 2026

FORTH HOUSING ASSOCIATION LIMITED

REPAIRS AND MAINTENANCE POLICY

1.0 Introduction

- 1.1 The purpose of this document is to set out Forth Housing Association's manages the provision of our Repairs and Maintenance Service.

2.0 Principles

- 2.1 The Association will manage and undertake all appropriate works based on the timescales provided within this policy.
- 2.2 The Association will adhere to the common law and the statutory duties placed upon it and will endeavour to ensure that it complies with all legislative, guidance and health and safety obligations conferred upon it as a Registered Social Landlord.

3.0 Aims and Objectives

- 3.1 Forth Housing Association aims to ensure that its properties are maintained to a high standard, and that its tenants are in receipt of a high quality and responsive repairs service.
- 3.2 Forth Housing Association will detail the duties and obligation of both tenant and Landlord within the Tenancy Agreement, Tenants' Handbook, Web site (www.forthha.org.uk) and any other appropriate means.

4.0 Policy Framework

Reporting a Repair Request

- 4.1 Repairs to properties can largely be defined under three headings – reactive, planned and cyclical. Both planned and cyclical repairs are carried out on the basis of an identified programme. Reactive repairs are repairs which are carried out on an ad-hoc basis either at the request of a resident who has reported a fault or has been identified through an inspection process carried out by the Association.
- 4.2 A repair request may be made to the Association by telephone, letter, email, via the website, in person/on a tenant's behalf at the Association's office, or to a member of staff who is visiting a tenant's household or development.

Repair requests will generate a Repair Order and will detail:

- The tenant's name, address, and contact telephone number (if applicable)
- The location and nature of the repair

- The priority of the repair
 - Access arrangements
- 4.3 Repair requests made between the hours of 9.00 AM – 5.00 PM Monday – Thursday and 9.00 AM – 4.00 PM Friday will be processed that day.
- 4.4 Other than Emergency repairs, where urgent access is required, the contractor will normally contact the tenant to arrange a mutually convenient time for access.

Category of Repair

- 4.5 In order to prioritise repair requests the following categories and response times shall apply:

Emergency Repairs (E)

- 4.6 This refers to repairs necessary to prevent serious damage to the property, danger to health, risk to safety, risk of serious loss or damage.
For example:
- Electrical supply to the property, excluding the mains supply and meter which are the responsibility of the utility provider
 - Gas supply to the property, excluding the mains supply pipe work to/and the meter which are the responsibility of SGN
 - Internal water supply to the house, excluding the pipe work and mains supply which are the responsibility of Scottish Water
 - 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 or complete the necessary repair.

Urgent Repairs (U)

- 4.7 This refers to repairs necessary to prevent a serious loss of facility to the occupier, or where delay is likely to cause further serious deterioration to the property for example:
- Sanitary defects
 - Defects affecting the heating and hot water

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

Routine Repairs (R)

- 4.8 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.**

“Qualifying Repair” (Q)

- 4.9 Forth Housing Association will adhere to the Landlord’s duties set out within the Scottish Secure Tenants (Right to Repair) Regulations 2002 and aims to complete all qualifying repairs within the target times specified.
- 4.10 The maximum period within which a qualifying repair is to be completed is detailed in appendix 3. The maximum period will commence on the first working day after:
- receipt of notification of the qualifying repair by Forth Housing Association, or,
 - the repair is inspected
- 4.11 There may be occasions when due, to circumstances beyond the control of Forth Housing Association or the contractor, it is impossible to complete a repair within the maximum time, for example severe weather or awaiting delivery of parts. In such cases Forth Housing Association may need to make temporary arrangements and extend the maximum time. Should this be the case we shall inform the tenant.
- 4.12 When a repair is reported to the Association the tenant will be advised whether it is the Association’s responsibility and if it is a qualifying repair.
- If the repair does qualify under “Right to Repair” the tenant shall be advised:
- If an inspection is required
 - Of the maximum period allowed to carry out the repair
 - The last day of that period
 - Of their right under “Right to Repair”
 - Of the name, address and telephone number of a listed contractor (the “*primary contractor*”, who will be instructed to carry out the repair), and details of one other contractor (the “*secondary contractor*”).
 - This information shall be detailed on the Residents copy of the Repairs Order which will be sent to the tenant.
- 4.13 Where the primary contractor has not started the qualifying repair by the last day of the maximum period, the tenant may instruct the secondary contractor to undertake the repair.
- 4.14 A tenant may not instruct a secondary contractor if this would infringe the terms of a guarantee for work or materials e.g. in the case of defects liability period, rot works.
- 4.15 Should Forth Housing Association require to inspect a qualifying repair the tenant will be advised and a convenient time will be made to do so.

- 4.16 Where, despite given reasonable notice, a tenant fails to provide access to allow a qualifying repair to be inspected or carried out, the tenants' rights under "Right to Repair" will cease to apply. The tenant will then require to re-apply and start the process again.
- 4.17 Where a tenant fails to provide access for an inspection or repair under Right-to-Repair, they shall be written to by Association staff to advise that they require to re-apply and start the process again.
- 4.18 Where a qualifying repair is not completed by the last day of the maximum period Forth Housing Association will pay £15.00 in compensation. An additional sum of £3.00 per working day will be paid until the repair has been completed.
- 4.19 A **maximum** sum of £100 will be paid in compensation to a tenant.
- 4.20 Forth Housing Association will make payment to the tenant by cheque or BACS payment within 28 days of completion of the qualifying repair. However, Forth Housing Association may offset any compensation payment against a tenant's rent arrears or rechargeable works. Where this is the case the tenant will be informed by letter.

Rechargeable Repairs/Work

- 4.21 Forth Housing Association may recharge tenants/former tenants for repair works carried out on their behalf, which are considered to be their responsibility.
- 4.22 Where a repair is necessary as a result of a tenants/visitors, misuse, neglect, vandalism, or Police access the tenant may be recharged for the cost of the repair incurred by the Association.
- 4.23 Rechargeable works shall be confirmed in writing to the tenant/former tenant.
- 4.24 Forth Housing Association aims to ensure that tenants understand their obligation to pay rechargeable repairs and the options available for doing so.
- 4.25 When a tenant makes an arrangement with a contractor for work to be carried out but fails to keep this appointment the Association may recharge the tenant any costs incurred by the contractor for an abortive call. When a contractor fails to gain entry to a property a card should be left advising the tenant of their visit.
- 4.26 The Association has a separate Rechargeable Repairs Policy which should be consulted.

New Build Property - Defects

- 4.27 When a tenant takes up residency of a 'new build' property it 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 Developer.

- 4.28 Tenants will be made aware at the time of signing their Tenancy Agreement that the Developer will normally be responsible for any defects which are required to their home within the D.L.P.
- 4.29 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.
- 4.30 The Association's ability to complete repairs may be restricted by the lack of specialist parts or materials. The Association will attempt to provide temporary repairs whilst waiting on specialist parts.

Pre-Inspections

- 4.31 The Association will undertake to pre-inspect a minimum of 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

Post Inspections

- 4.32 The Association shall undertake to post-inspect a minimum of 10% of work orders completed to monitor
- Quality control
 - Contractors' Performance
 - Customer satisfaction: with the repair and service delivery of the Association and contractor

Emergency Repairs – Out with office hours

- 4.33 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 Tenants' Handbook and on our web site.

Annual Gas Safety Inspection and Service

- 4.34 The Gas Safety (Installation and Use) Regulations 1998 places a legal duty on the Association to complete an annual inspection of gas appliances, pipe work and flues provided by the Association within a 12-month period of the previous inspection.
- 4.35 In addition a Gas Safety Inspection shall be undertaken at a change of tenancy.

- 4.36 In order to fulfil its duties the Association shall engage a suitably qualified service provider to undertake these works on our behalf.
- 4.37 The Association shall;
- Provide a copy of the Landlord Gas Safety Record certificate to the tenant of an inspected property within 28 days of the safety check
 - Keep a copy of all Landlord Gas Safety Record certificates for a minimum of 2 years after the date of completion
 - Ensure that all work carried out on its behalf to gas appliances or flues is carried out by a suitable qualified and Gas Safe registered Service Provider
 - Make a copy of the Landlord Gas Safety Record available for inspection by any lawful occupier of the inspected property when given reasonable notice
- 4.38 The Association shall implement robust procedures in an endeavour to ensure that the annual inspection is carried out to each property within the 12 months period. Ultimately the Association shall either cap the gas supply or force entry to any property where access has not been made available by the tenant. Any costs incurred by the Association in ensuring access shall be recharged to the tenant of the property.

Planned/Cyclical Maintenance

- 4.39 The Association shall undertake Planned and Cyclical maintenance works in a timely and cost effective manner that will:
- Maximise the useful life of the Association's housing stock
 - Prolong the useful life of the building components
 - Provide a comfortable living environment for tenants
 - Provide value for money
- 4.40 A 30 year life cycle programme of works for the entire stock will be prepared and updated as required.
- 4.41 Regular review of the planned/cyclical maintenance provision will be undertaken to provide strategic direction and to identify appropriate programmes and cycles.
- 4.42 The programme of works will be subject to regular review to ensure that works are carried out effectively and responsively.
- 4.43 Tenants will be given advanced notice of planned /cyclical maintenance works. Wherever possible tenants will be consulted on the works and given choice where appropriate e.g., in the colour of new kitchens.
- 4.44 On completion of works tenants' views will be sought by appropriate means, for example, tenants' surveys, attendance at tenant meetings, personal interviews etc. The information will be used to:
- Assess the performance of contractors
 - Assess the Association's performance

- Bring about service improvements in the future
- Remedy any problems for future contracts
- Develop policies, procedures or practices identified by tenant feedback
- Advise Committee of performance and satisfaction levels

Contractors Performance

- 4.45 Forth Housing Association shall review our List of Contractors for the provision of the Repairs and Maintenance service on a four year cycle or as deemed appropriate to ensure the effective delivery of service.
- 4.46 Forth Housing Association aims to appoint competent and reliable contractors to provide the Repairs and Maintenance service and will continually monitor contractors' performance.
- 4.47 The Association will monitor all contractors to ensure that they meet the Forth Housing Association timescales and provide job completion times at the earliest opportunity. This will ensure that Forth Housing Association is collating the correct information with regards to the job completion times. Contractors must supply Forth Housing Association with a weekly job returns sheet, detailing the position of repair lines and if they are in danger of missing completion times. The contractor must also inform the Association of any jobs that they know will fail the target in advance of failing the target date. This is to allow the Association to inform our tenants of the position of the repair.
- 4.48 Quarterly meetings with contractors will be undertaken assessing the contractor's performance reviews, quality of the service and customer satisfaction or if there is cause of concern with the contractor, additional meetings will be scheduled to assess and manage the contractor. Minutes of the meeting will be undertaken by the Contractor Administrator and will be provided to participants of the meeting prior to attendance. By carrying out this approach the association will be ensuring that best efforts are taken to ensure that right first time is met and maintaining a high tenant satisfaction rate.

Service Provision

- 4.49 The Association will monitor tenants' satisfaction with the Repairs and Maintenance service by questionnaires and other appropriate means depending on the nature of works and number of tenants affected by this work. This information may be used for reporting purposes.
- 4.50 Once a completed reactive repair has been invoiced the Association shall send a text message asking 'How satisfied are you with the Repairs Service provided by Forth, return text messages are recorded and figures included within reports.
- 4.51 Prior to undertaking Post Inspections, where the invoice has been received, the Works Order should be checked to confirm the satisfaction text has been returned, where eligible; if no text return received then at the time of the inspection the tenant should be encouraged to respond by text.

5.0 Monitoring of the Policy

- 5.1 The Management Committee will review this policy at least every 3 years and staff are responsible for ensuring that it meets legal and good practice requirements.
- 5.2 The Head of Tenant Services will monitor and report the application of this policy through our quarterly performance reports.

6.0 Complaints and Appeals

- 6.1 Forth Housing Association welcomes complaints and positive feedback, both of which provide information which helps us to improve our services. We use a complaints procedure developed by the Scottish Public Services Ombudsman (SPSO) and the Scottish Housing Regulator.

The complaints procedure allows for most complaints to be resolved by front line staff within a five day limit (first stage), or if the complaint is complex, a detailed investigation will be made by a manager within a 20 day limit (second stage). At the end of the second stage our response will be made by a director. If the customer remains dissatisfied, he/ she may then refer the matter to the SPSO.

At each stage we will advise the customer how the complaint should be taken forward and advise which agency would be most appropriate to consider the case.

7.0 Equalities

- 7.1 Equality and diversity underpin all our activities and services. When delivering our services, we never discriminate on the basis of sex or marital status, race, disability, age, sexual orientation, language, social origin, or of other personal attributes, including beliefs or opinions such as religious beliefs or political opinions. Full details of our Equalities Policy can be found on our website www.forthha.org.uk or can be obtained from our office.

8.0 Data Protection - Privacy

- 8.1 We recognise the importance of data protection legislation, including the General Data Protection Regulation, in protecting the rights of individuals in relation to personal information that we may handle, use and disclose about them, whether on computer or in paper format. We will ensure that our practices in the handling, use and disclosure of personal information as part of the processes and procedures outlined in this policy comply fully with data protection legislation. More information is available from our Data Protection Officer

9.0 Availability

- 9.1 This policy is available on our website and can be made available in a number of other languages and other formats on request.

10.0 Review

- 10.1 This policy will be reviewed at least every 3 years by the Management Committee and staff are responsible for ensuring that it meets legal and good practice requirements.

Appendix 1 - Equality Impact Assessment Screening Questions

Forth Housing Association Ltd Equality Impact Assessment Screening Questions

Repairs and Maintenance

Will the implementation of this policy have an impact on any of the following protected characteristics?

- | | | |
|-----------------------------------|------------------------------|----------------------------------------|
| 1. Age | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Disability | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Gender reassignment | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Marriage and Civil Partnership | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 5. Pregnancy and Maternity | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 6. Race | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 7. Religion or belief | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 8. Sex | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 9. Sexual orientation | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

If you have answered 'Yes' to any of these points, please complete a full Equality Impact Assessment. If you have answered 'No', you need take no further action in completing an Equality Impact Assessment

Appendix 2 - Equality Impact Assessment Screening Questions

Forth Housing Association - Privacy Impact Assessment

1. A substantial change to an existing policy, process or system that involves personal information
Yes ☐ No ☒
2. A new collection of personal information
Yes ☐ No ☒
- 3.. A new way of collecting personal information (for example collecting it online)
Yes ☐ No ☒
4. A change in the way personal information is stored or secured
Yes ☐ No ☒
5. A change to how sensitive information is managed
Yes ☐ No ☒
6. Transferring personal information outside the EEA or using a third-party contractor
Yes ☐ No ☒
7. A decision to keep personal information for longer than you have previously
Yes ☐ No ☒
8. A new use or disclosure of personal information you already hold
Yes ☐ No ☒
9. A change of policy that results in people having less access to information you hold about them
Yes ☐ No ☒
10. Surveillance, tracking or monitoring of movements, behaviour or communications
Yes ☐ No ☒
11. Changes to your premises involving private spaces where clients or customers may disclose their personal information (reception areas, for example)
Yes ☐ No ☒

If you have answered 'Yes' to any of these points, please complete a full Privacy Impact Assessment. If you have answered 'No', you need take no further action in completing a Privacy Impact Assessment.

Appendix 3 – Qualifying Repairs

The following defects are considered to be qualifying repairs. Forth Housing Association will pay for the work completed in respect of any single qualifying repair up to a maximum of £350.

Repair	Maximum Period in Working Days from date immediately following date of notification or inspection
Blocked flue to open fire or boiler	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house	1
Blocked sink, bath or drain	1
Electrical power: Loss of electrical power	1
Partial loss of electrical power	3
Insecure external window, door, lock	1
Unsafe access path/step	1
Leaks or flooding from water or heating pipes, tanks, cisterns	1
Loss or partial loss of gas supply	1
Loss or partial loss of space or water heating where no alternative heating is available	1
Toilet not flushing where there is no other toilet in the house	1
Unsafe power or lighting socket, or electrical fitting	1
Water supply: Loss of water supply	1
Partial loss of water supply	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair tread	3
Mechanical extractor fan in internal kitchen or bathroom not working	7