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## MAINTENANCE POLICY

### 1.0 INTRODUCTION

1.1 Prospect Community Housing seeks to ensure the comfort of its tenants and the long-term quality of its housing stock, by providing a comprehensive effective and efficient maintenance service. This policy describes our overall arrangements for day-to-day, emergency out-of-hours, cyclical and planned maintenance and major repairs.

1.2 In implementing this policy, our objectives are to:

- comply at all times with all current legal requirements, codes of good practice and guidance from the Scottish Government and Scottish Housing Regulator;
- provide a prompt, economic and efficient reactive repairs service, including an out of hours emergency service, for all of our tenants;
- establish and maintain a comprehensive and systematic programme of cyclical and planned maintenance, to maximise the long term life of each property;
- allocate work only to contractors who are competent, financially sound and can achieve the standards we require;
- achieve high standards of customer care and satisfaction by monitoring our contractors' performance regularly and enabling tenants to comment on every repair undertaken;
- provide a 'value for money' service by seeking competitive quotes or tenders for all contract work, and/or by developing 'partnering' arrangements with contractors who are able to deliver a high standard of service;
- provide opportunities for tenants to be involved in the decision making process, in accordance with our tenant participation and strategy, both when we propose any significant changes in the way we deliver maintenance services, and in making detailed choices as part of cyclical or planned maintenance programmes;
- ensure that all tenants are given clear information on the division of responsibility for repairs and maintenance between ourselves as landlord and themselves as tenants;
- ensure that we comply with our Equal Opportunities policy at all times, and that the contractors we use achieve the same equal opportunities standards, either through their own policies or by agreeing to adopt our policy.

1.3 This policy has the following sections:

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1.4 This policy is supported by a range of procedures (see Appendix 1 for the current list).

1.5 This policy complies with Performance Standards AS2.1, AS2.2, AS2.3 and AS2.4, and with Chapter 7 of the SFHA publication Raising Standards entitled 'Maintenance'.

## 2.0 AUTHORITY AND CONTROL

2.1 The Management Committee is responsible for:

- approving the overall policy for repairs and maintenance;
- approving target repairs response times and letting standards;
- approving the budgets for repairs and maintenance, as part of the annual budget-setting process;
- monitoring expenditure against budget.

2.2 The Property Services Manager has delegated authority from the Management Committee, through the Director, for implementing this policy, developing and implementing the procedures that support this policy, and for the management and administration of the repairs and maintenance service.

### Authorisation of Expenditure

2.3 Authorisation of expenditure on individual repair or maintenance items, within the overall annual budget, is delegated to individual members of staff. The current levels of delegated authority are specified in the Scheme of Delegation. These levels will be reviewed regularly, particularly with regard to the impact of inflation on cost levels.

2.4 Expenditure outwith the approved budget will be authorised either by the Property Services Manager, Depute Director or Director under delegated authority up to specified limits, or by the Management Committee where the amount exceeds current delegated limits.

## Quotations & Tenders

- 2.5 The cost levels for each item of work above which a quotation or tender must be obtained are specified in the Quotations & Tenders Procedure. These levels will be reviewed regularly, to take account of inflation and the results of any review of our policy and procedures on placing orders for goods and services.

## 3.0 REACTIVE (DAY-TO-DAY) REPAIRS

### Definition

- 3.1 Reactive, or day to day repairs, are repairs that cannot be planned for. The repairs are usually identified when a fault or damage occurs and may be requested by a tenant, factored owner or member of staff following an inspection.

### Division of responsibility

- 3.2 Section 5 of the Tenancy Agreement and the Repairs and Maintenance section of the Tenants Handbook give details of the division of responsibility for repairs and maintenance between us and the tenant.

### Response target times

- 3.3 In order to target resources effectively and prioritise the important tasks, day-to-day repairs are categorised into the following groups and target response times:

Category	Response Within
Emergency Repairs	6 hours
Urgent Repairs	3 working days
Routine Repairs	10 working days

Details of which jobs fall into which category are outlined in Appendix 2.

We will seek to ensure that contractors attend reported repairs within the specified time scales and either repair the fault or make safe as necessary. Where specialist parts are required, we will seek to ensure that the contractor obtains these as quickly as possible.

### Ordering of repairs

- 3.4 Contractors will be authorised to carry out work by the issuing of an official works order. Full details of the ordering process are contained in the procedure entitled 'Placing Works Orders & Authorising Invoices'.

### Emergency repairs

- 3.5 An emergency repair is a problem that may pose a serious threat to the health, safety or security of the tenant and their household, or to the security or integrity of the property. Examples are:

Flooding	Total loss of electricity or gas supplies
Fire	Total loss of heating systems
Collapse of building	Building insecure following a break-in
Blocked drains	

- 3.6 We will provide tenants with the contact details of the nominated contractor who will respond to emergency repairs, both within and outwith normal office hours. Full details of the emergency repairs service are contained in the procedure entitled 'Reactive Repairs'.

### **Inspections**

- 3.7 We will inspect a repair before arranging for work to be carried out where clarification of the problem is required, where the problem has been reported by a factored owner, or where the repair costs may qualify for reimbursement under our insurance policy.
- 3.8 As part of our monitoring of contractors' performance, we will inspect the following categories of repair following completion of the work, and before the invoice is paid:
- where the cost is more than £500 – all repairs
  - where the cost is below £500 – 10% of repairs selected randomly
- 3.9 Full details are contained in the procedure entitled 'Reactive Repairs'.

## **4.0 RIGHT TO REPAIR**

- 4.1 Certain repairs, known as "Qualifying Repairs" are covered by Right to Repair regulations. These state that the work must be carried out within set times scales and if these are not met tenants may engage specified alternative contractors and will be eligible for compensation for late completion.

Further details of the scheme are contained in the procedure 'Right to Repair'.

## **5.0 RECHARGEABLE REPAIRS**

- 5.1 Where damage to, or loss of, our property is caused by a tenant, a member of their household or a visitor, either through accident, deliberate action or neglect, the cost of the repair will normally be recharged to the tenant.

"Fair wear and tear", usually defined as "deterioration due to normal usage of the house", is not rechargeable and such repairs will be carried out at our expense.

- 5.2 The cost that will be recharged will be the actual cost of repair or replacement, plus a charge for administration and the costs of staff time. In certain cases we may agree that the tenant may enter into a payment arrangement to pay the costs over a period of time.
- 5.3 Full details of the process are contained in the procedure entitled 'Rechargeable Repairs'.

## **6.0 TERMINATION OF TENANCY (VOID) REPAIRS**

- 6.1 We will carry out the repairs required following the termination of a tenancy, including the statutory gas and electrical safety checks, to ensure that a property is 'fit to let' according to our current letting standards. Where appropriate, we will ensure that the costs of any work that should have been carried out by the former tenant are charged to them.

Full details are contained in the procedure entitled 'Void Property Repairs'.

## **7.0 CYCLICAL MAINTENANCE**

### **Definition**

- 7.1 Cyclical maintenance deals with items which are carried out on a regular cycle, e.g. annually, or every 3 or 5 years, with the aim of maximising the full physical life of our properties and complying with current statutory requirements.

Examples of cyclical maintenance are gas boiler servicing, external painterworks, cleaning and repair of gutterings.

### **Determination of cycles and programmes**

- 7.2 The length of the maintenance cycle for each task will be determined by inspection of properties, experience gained over time and legal requirements. Cycles may also vary depending on the nature of the stock, levels of exposure to the weather, etc.
- 7.3 Each year's cyclical maintenance programme will comprise those works that must be carried out annually and a proportion of the work required on a longer cycle. As part of preparing the annual programme we will review all current cycles to ensure that these continue to meet the aim of maximising the useful life of our properties.
- 7.4 Full details are contained in the procedures entitled 'Cyclical Maintenance' and 'Servicing of Gas Heating Systems, Smoke and Carbon Monoxide Detectors'.

## **8.0 PLANNED MAINTENANCE**

### **Definition**

- 8.1 Planned maintenance is the replacement of building elements as they reach the end of their useful life, e.g. heating systems, kitchen units, bathroom fittings, external doors and windows, where the replacement can be predicted and planned for in advance, and where the new items are of a similar or higher standard. It is normally related to groups of properties and can therefore be undertaken by a contract of work, or a modernisation programme.

### **Determination of programme**

- 8.2 The determination of Planned Maintenance programmes will depend on the expected life cycle of building elements, tenant aspirations and financial constraints.
- 8.3 The current condition of specified elements and their anticipated remaining life will be assessed through a system of sample inspections (stock condition surveys), normally carried out every 5 years. The survey results will be used to update the existing planned maintenance information, breaking down the overall programme into annual sections for approval as part of the annual budget-setting process.
- 8.4 Full details of the process for identifying the work required, estimating costs, approving and monitoring the annual programme of works etc. are contained in the procedures entitled 'Planned Maintenance & Major Repairs' and 'Managing Tendered Maintenance Projects'.

## **9.0 MAJOR REPAIRS**

- 9.1 Major repairs covers large scale works that fall outwith the agreed Cyclical or Planned Maintenance programmes. These usually arise from the early or unforeseen failure of one or more building elements, discovery of a long term defect, or changes to statutory regulations or performance standards.
- 9.2 Following identification of a potential issue, an independent consultant will normally be instructed to undertake a technical study to determine the extent of the problem, the necessary remedial action and an indicative cost. The Property Services Manager will be responsible for submitting costed proposals for approval as part of the budget process.
- 9.3 Full details of the process for identifying major repairs and submitting proposals for funding are contained in the procedure entitled 'Planned Maintenance & Major Repairs'.

## **10.0 STATUTORY REQUIREMENTS**

### **Health & Safety**

- 10.1 We will ensure that we comply with the Health & Safety at Work etc. Act 1974, and with all relevant statutory regulations subsequently introduced under that Act. For further details see the Health & Safety policy and supporting procedures.

### **Control of Asbestos**

- 10.2 We will implement the required measures to ensure that we comply with the Control of Asbestos at Work Regulations 2006 and related regulations. For further details see the procedure entitled 'Control of Asbestos'.

### **Gas heating systems**

- 10.3 We will aim to ensure that we comply with the statutory requirement to carry out an annual service and check on all gas heating systems, including checks on smoke and carbon monoxide detectors. For further details see the procedure entitled 'Servicing of Gas Heating Systems, Smoke and Carbon Monoxide Detectors'.

### **Electrical safety**

- 10.4 We will carry out the required safety checks and tests on all items of portable electric equipment that are either used by our staff or issued to tenants, e.g. temporary heaters. For further details see the Health & Safety policy.

## **11.0 AIDS & ADAPTATIONS**

- 11.1 Aids & adaptations are modifications to a property that are required because the tenant or a member of their household has a particular medical condition. Examples are the provision of grab rails in bathrooms, ramps in place of steps at external entrances and shower cubicles in place of baths.
- 11.2 Funding for aids & adaptations will normally be sought as part of the annual submission of the Strategy & Development Funding Plan (SDFP) and the extent to which we are able to respond to requests will depend on the funds received.
- 11.3 Full details are contained in the procedure entitled 'Aids & Adaptations'.

## **12.0 OWNERS**

- 12.1 Owners of properties for which we provide a factoring service will pay for their share of reactive repairs, cyclical and planned maintenance, according to the conditions of their title deeds and any Factoring Agreement they may have entered into with us.
- 12.2 Where the cost to each factored owner of proposed work is higher than the limit currently specified in our procedures, we will normally meet with the owners to discuss the proposals before work commences. Exceptions to this general rule will be where work has to be carried out urgently, e.g. for health and safety reasons.

If required, to ensure that essential work is carried out, but where one or more owners is withholding their agreement, we will apply the relevant provisions of the Tenements Act 2004 and/or consider other forms of legal action in consultation with our solicitors.

- 12.3 We will consult as required with all adjacent owners who are likely to be affected by any substantial maintenance work we plan to our properties. However we will not normally include any owner's property in a contract unless there are shared or mutual areas involved for which an owner is partly responsible.
- 12.4 Full details are contained in the policy entitled 'Factoring' and the supporting procedures.

## **13.0 CONSULTANTS, CONTRACTORS & FORMS OF CONTRACT**

### **Approved Lists**

- 13.1 We will maintain Approved Lists of Consultants and Contractors comprising the major professions and trades required to undertake the required range of repair and maintenance work. Wherever possible, we will use locally based contractors, subject always to performance and 'value for money'.

Full details of the process are contained in the policy entitled 'Approved Lists of Consultants & Contractors' and the supporting procedures.

### **Appointment of Consultants & Contractors**

- 13.3 Appointments of Consultants and Contractors will be made in accordance with the 'Procurement of Goods & Services' policy, the 'Quotations and Tenders' procedure and the procedures supporting the 'Approved Lists of Consultants & Contractors' policy.
- 13.4 We will seek to enter into partnering arrangements or other forms of appointment, such as negotiated tender, where there are clear advantages to do so. Where appropriate to achieve 'best value', we will negotiate extensions or additions to existing contracts instead of seeking new tenders.
- 13.5 We will implement monitoring arrangements to evaluate the performance of Consultants and Contractors. The results of performance monitoring will contribute to the annual review of the Approved Lists.
- 13.6 Full details are contained in the procedures supporting the 'Approved Lists of Consultants & Contractors' policy.

## **Forms of Contract**

- 13.7 Where we need to issue tenders, we will use the appropriate form of contract following professional advice where required, including one of the following:
- cyclical painting contract documentation
  - our Minor Works Contract, to be used where no quantities are provided, e.g. where there are drawings and a specification only;
  - the current Scottish Minor Works contract;
  - the current Scottish Measured Term Contract.

## **14.0 TENANT PARTICIPATION & FEEDBACK**

### **Consultation**

- 14.1 Through the consultation arrangements established under our Tenant Participation Policy and Strategy we will give tenants the opportunity to comment on this policy when we are planning any significant changes in the way we deliver repair and maintenance services.
- 14.2 Whenever possible, we will involve the tenants concerned in choices relating to planned works, e.g. choice of colours, or types of kitchen fitments. We will liaise closely with the tenants involved over the arrangements for carrying out individual contracts, e.g. cyclical painting, replacement of kitchens etc.

Full details are contained in the Cyclical and Planned Maintenance procedures.

### **Tenant satisfaction**

- 14.3 For reactive repairs we will give all tenants and factored owners the opportunity to comment on the standard of the work carried out, by sending them a copy of the works order which incorporates a satisfaction questionnaire.
- 14.4 We will conduct surveys of the tenants involved following completion of each planned maintenance contract.
- 14.5 We will conduct a general survey of all tenants on the overall standards of our repairs and maintenance service, normally as part of a wider Tenant Satisfaction Survey undertaken approximately every 5 years.
- 14.6 Full details are contained in the procedure entitled 'Tenant Participation & Feedback'.

## **15.0 COMMENTS & COMPLAINTS**

- 15.1 All comments and complaints concerning our repairs and maintenance service will be dealt with in accordance with our Complaints policy.

**16.0 MONITORING**

16.1 The Property Services Manager will submit quarterly monitoring reports to the Management Committee which will include the following:

- Expenditure compared with budget for the period
- Contractor performance compared with our standards (when appropriate)
- Summary of tenant satisfaction returns for the period
- Progress report on the Cyclical & Planned Maintenance and Major Repairs programmes
- Progress report on the annual Gas Servicing programme.

**17.0 IMPLEMENTATION & REVIEW**

17.1 The Property Services Manager is responsible for ensuring that this policy is implemented.

17.2 The Property Services Manager will ensure that this policy is reviewed at least every 3 years and that any amendments are submitted to the Management Committee for approval.

Approved by Management Committee on: 26 August 2009

Next review due by: August 2012

Signed .....Date .....  
(Chairperson)

## RELATED POLICIES & SUPPORTING PROCEDURES

### Policies

Factoring  
Health & Safety  
Complaints

### Procedures

Aids & adaptations  
Approved lists of Consultants and Contractors  
Appointment & Evaluation of Consultants and Contractors  
Control of asbestos  
Cyclical maintenance  
Factoring  
Managing tendered maintenance projects  
Placing works orders & authorising invoices  
Planned maintenance & major repairs  
Quotations & tenders  
Reactive repairs  
Rechargeable repairs  
Right to repair  
Scheme of delegation  
Servicing of gas heating systems, smoke and carbon monoxide detectors  
Tenant participation & feedback  
Void property repairs

## TARGET MAINTENANCE RESPONSE TIMES

There are 3 different target times which Prospect will endeavour to meet following the reporting of a repair.

Our aim is to have a Contractor contact the tenant within the time stated. It will not always be possible for work to be completed within this time if, for example, new parts are needed or if bad weather prevents outside working.

Detailed below are the 3 target times and the type of repair within each target time.

### 1. WITHIN 6 HOURS

- Explosions (e.g. to boilers or heaters)
- Flooding (burst pipes)
- Check electrical systems after a flood
- Collapse of internal or external structural parts of the building (e.g. ceilings, but not boundary fences or walls unless they endanger passers-by)
- Drains backing up
- Sewerage and waste backing up
- Damage following fire
- No light or power
- Serious electrical fault
- Gas leaks
- No mains water supply (including freezing)
- Overflows (where there is a danger of freezing)
- Frozen pipes other than mains supply
- Health and Safety matters
- Make secure (after break-in where Police have been informed) including glazing
- No heating/hot water
- Offensive/racist graffiti

### 2. WITHIN 3 WORKING DAYS

- Minor electrical faults
- Entryphone
- Extractor fans
- Minor plumbing faults
- Minor leaks to services and wastes
- No flush to WC
- Blockage (where Prospect is responsible)
- Minor roof leaks
- Unsafe kitchen units etc
- Sticking door locks
- Faulty radiator/heater
- Faulty smoke alarm
- Major graffiti removal
- Blocked bin chutes
- Replacement single glazing

## **WITHIN 10 WORKING DAYS**

- Plastering repairs
- Painting
- Tiling
- Seals around bath. basins, sinks]]
- Window furniture (where Prospect is responsible)
- Sash cords
- Sticking doors
- Kitchen units
- Ease windows
- Condensation works
- Faulty door bells
- Loose sanitary fittings (bath/sink/WC)
- Replacement double glazing
- Poor TV reception
- Replacement toilet seat
- General fencing and wall repairs
- Rising damp } initial inspection 5 days, spec. 28 days
- Dry rot } initial inspection 5 days, spec. 28 days

**Repairing a defective WC flush mechanism will be given higher priority where the tenant is elderly or disabled.**