

REACTIVE MAINTENANCE POLICY

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1. GENERAL POLICY

1.1 Aims

Castlehill Housing Association (CHA) aims to provide a high quality, prompt and efficient service for day-to-day reactive repairs and an effective emergency repair service inclusive of out-of-hours cover.

We expect high standards of workmanship and service from contractors and aim to ensure value for money in all aspects of reactive repairs.

The policy operates to meet obligations in Common Law and within the statutory legal framework.

The policy aims to ensure compliance with the published SFHA, CoSLA and Scottish Government Performance Standards and to reflect good practice.

We aim to provide an efficient and effective responsive repairs service for all our tenants.

1.2 Definitions and Remit

Reactive repairs are those arising from a request from tenants or staff. These repair requests are processed in accordance with this policy which details the division of responsibility between landlord and tenant, response times, rechargeable items and contractual arrangements.

Reactive maintenance also covers the servicing of equipment such as gas boilers and routine maintenance of gardens and landscaped areas.

New build schemes within defects periods will fall under the remit of reactive maintenance for all repairs reported by tenants or staff after handover to CHA on completion.

Only those contractors who meet all criteria for CHA's approval list will be used to carry out repairs.

1.3 Objectives

The objectives of this policy are:

- To deliver a customer responsive service to tenants in a way that is sensitive to individuals own circumstances.
- To provide a quality, safe, secure and healthy living environment for tenants in a costeffective way.
- To ensure that legal requirements and contractual obligations under the Tenancy Agreement are met.
- To enable the Committee and management to monitor the repairs function and quality of service delivery.
- To achieve a high level of customer service by ensuring agreed target response times for requested repairs are met.

- To minimise void repair times limiting rental loss to CHA.
- To protect the asset value of CHA's housing stock through maximising the life of components and minimising the risk of defects occurring.
- To provide for tenant involvement in the maintenance process and ensure customer feedback is at the core of service improvements.

1.4 Links to other Policies

The Reactive Maintenance Policy has direct links to the following other policies and the content should be cross referenced with these documents:

- Void Management Policy
- Estate Management Policy
- Planned Maintenance & Major Repairs Policy
- Procurement Policy
- Health & Safety Policy
- Development Strategy
- Finance/Budget Policies
- Equalities & Diversity Policy
- Tenant Participation Policy
- Scottish Secure Tenancy Agreement
- Debt Recovery Policy

1.5 Tenant Involvement

CHA recognises the importance tenants place on receiving a high-quality responsive repairs service.

To ensure that tenants know how to access the service and have accurate advice on the repairs we carry out, detailed information is contained in the Tenants Handbook, which is distributed to all households. In addition, maintenance responsibilities are fully explained as part of the sign-up procedure at the commencement of a tenancy, is raised at the Post Allocation Visit and information is also available on our web site.

CHA will give particular attention to tenants with special requirements such as those caused by communication problems or reading difficulties for example.

Regular updates on how to report repairs, emergency contact details and information on issues such as the Right to Repair are provided through the Tenant's Newsletter.

CHA will collect feedback from tenants as to their satisfaction with repairs undertaken in their property. Each repairs instruction will be copied to the tenant and this notice will ask for comments on satisfaction with all aspects of the work, we also issue an SMS text survey when completing the works on our systems to tenants that we have a mobile number for. Responses will be monitored by the Property Services Manager and reported quarterly to the Management Committee within the Property Services update report. CHA will investigate all complaints or negative comments on satisfaction regarding repair work and provide a full response to the tenant outlining any action which has been taken. This will be undertaken by the Property Services team and managed by the

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Property Services Manager. Property Services Officers will also seek and record comments from tenants on satisfaction with repair work which is subject to a post-inspection visit. (See section 2.6 below)

CHA's Tenant Participation Strategy establishes the framework for tenant consultation and CHA will seek out, and listen to, the views of tenants on relevant maintenance issues or proposed changes to the service which would impact on tenants. This process may take place through CaRTO (Castlehill registered tenants organisation) or on a scheme-by-scheme basis dependent on the relevant issue.

1.6 Responsibilities and Reporting

The Management Committee is responsible for the overall control and monitoring of CHA's maintenance functions, including reactive repairs. The Director of Property Assets will ensure that the Committee is advised of all relevant information relating to reactive maintenance to enable it to effectively monitor the service and will be responsible for the implementation of Committee decisions.

The Director of Property Assets has responsibility for reviewing the performance of the reactive maintenance function and for carrying out appropriate monitoring through Internal Audit measures in line with CHA policy.

The Director of Finance & Corporate Services is responsible for incorporating appropriate finance for reactive maintenance into the annual budget and will do so in consultation with the Director of Property Assets and Property Services Manager.

Operational responsibility for the reactive repairs service lies with the Property Services Manager, under the supervision of the Director of Property Assets. Implementation of this policy on a day-to-day basis will be carried out by the Property Services Manager who will ensure that comprehensive procedures are in place to guide staff in applying policy correctly. The Property Services Manager will co-ordinate and supervise the work of reactive maintenance staff and monitor the work of contractors, preparing and presenting performance reports to the Management Committee as follows:

Quarterly

- Review of performance against set response times and targets.
- Report on tenant satisfaction returns.
- Performance in relation to Gas Safety Certificates including access issues.
- Spend against quarterly budget.
- Performance against agreed targets for pre-and post-inspection of repairs.
- Narrative report on any other relevant issues eg processing of "Right to Repair" jobs or tenants' requests for compensation for improvements.

Annually

- Detailed report on individual contractors' performance.
- Report on review of approved contractors list.

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1.7 Complaints

Any tenant who is not satisfied with any aspect of the repairs service can pursue a complaint in accordance with CHA's published Complaints Procedure. Details of how to access the procedure are contained within the Tenants Handbook and the CHA Web Site.

2. REACTIVE REPAIRS

2.1 Repair Responsibilities

CHA is responsible for repairs detailed in Section 5 of our Scottish Secure Tenancy Agreement. Section 5 also outlines the responsibilities and rights of tenants with regard to repairs and the Property Services Manager will take all reasonable steps to ensure that tenants adhere to these conditions, in particular in relation to damage to property and to replacement of items such as keys.

Full details of repair responsibilities are provided to tenants in the Tenant's Handbook.

2.2 Lettable Standard

Repairs will be undertaken either in tenanted, or void properties in preparation for letting, to ensure that the following standard is maintained in all CHA's rented properties.

Entrance doors and secure locking systems will be maintained in good order and 2 No. sets of keys will be handed over to the incoming tenant. All internal doors, including fitted wardrobes, will be maintained in full working condition, with no major surface defects.

Door handles and latches will be maintained in full working order.

Bathroom and toilet doors will be fitted with lock types which allow access from the outside should an emergency occur. Tenants should note that no other types of locks or bolts should be fitted.

Walls and ceilings will be in good condition and be finished to accepted routine internal decoration.

Decoration standards may vary; however, CHA will ensure that all properties are handed over in a reasonable state of internal decor. Incoming tenants should note that colour schemes may not always be to their liking. A limit may be placed on the value of the internal decor required at any particular house.

Floor surfaces will be maintained in good order, with all loose hatches and flooring secured to allow for suitable floor coverings to be laid insitu

Sanitary ware will be free from defects and in good working order, including water taps and waste pipes.

Sinks, basins and baths may be stained and marked by previous tenants. No replacements will be fitted unless there are defects or damage likely to cause flooding or injury to incoming tenants. Wall tiling/panelling will be in whole condition and fully grouted and sealed at joints between worktops and wall tiles.

Kitchen fitments and worktops will be maintained in good order. Wall tiling/panelling will be in whole condition and fully grouted and sealed at joints between worktops and wall tiles.

Where space is available for a washing machine and/or tumble dryer, suitable connections and vent outlet will be provided. The electrical installation and services are visually checked at change of tenancy and appliances owned by CHA periodically checked for electrical safety.

A connection point for an electric cooker will be provided and maintained in good working order. Where gas is available, a suitable connection point will be provided at the request of the tenant. (Charges for connection will be updated as required).

Equipment provided by CHA will be maintained in accordance with the manufacturer's instructions. All tenants will receive a copy of Landlord's Gas Safety Certificate.

Means of heating provided in the property will be maintained and serviced by CHA in accordance with the manufacturer's instructions.

Where showers are fitted, the equipment will be kept in working order and maintained in accordance with the manufacturer's instructions.

All detectors such as fire, heat, smoke and carbon monoxide, will be checked and left in working order prior to re-letting the property.

All common areas and external areas of the property which are the responsibility of CHA, will be maintained in good order. However, where the whole property is shared by a number of owners, difficulties can arise with regard to common area repairs. Incoming tenants must accept CHA cannot always arrange common repairs, until all parties concerned are consulted and agreement is concluded.

2.3 Repairs Reporting

Tenants may inform CHA that repair work is required in a variety of ways.

- Telephone
- Letter
- E-mail either direct or via CHA's website.
- Through contact with CHA staff eg scheme based staff in older peoples housing will liaise directly with Property Services staff to report repairs requested by tenants.
- In person at CHA's office.

Additionally, reactive repairs may be identified by Property Services Officers or Housing Management staff whilst visiting developments. This would apply, in particular, to repairs required in common parts of the building which may not otherwise be reported by individual tenants.

Repairs can be reported between 9:00am and 5:00pm, Monday to Thursday 9:00am to 4:00pm on a Friday either through a direct phone line or through CHA's main switchboard. Details of contact numbers are published on our website and in the Tenants Handbook with regular reminders in the Newsletter.

An emergency repairs service is provided to deal with emergencies arising out with office hours. (See section 2.4).

If a reported repair is of a minor and straightforward nature an instruction will be passed to an appropriate contractor for action. If the repair is more extensive, or clarification is required as to the exact nature of the repair needed, an Officer will arrange to visit the property to carry out an inspection. (See section 2.6)

Tenants will receive confirmation of the action (by the most suitable form of communication) to be taken by CHA by the issue of a copy of the Job Order given to the contractor. The tenants copy of the job order will include confirmation of the work instructed, contractors details, the priority attached to the work, target times for it's completion and information on whether the work is deemed a "qualifying repair" under the Right to Repair Scheme contained within the Housing (Scotland) Act, 2001. (see section 2.7). At the time, the repair is reported the tenant will be asked to provide contact and access details which will be passed on to the contractor to arrange a suitable time to carry out the work.

In line with section 1.5 of this policy, each job order will contain a short questionnaire on tenant's satisfaction with the work carried out. A prepaid reply envelope will be issued with the job order for tenants to return their comments.

2.4 Emergency Repairs Outwith Office Hours

CHA will appoint a suitable multi-trade contractor to provide emergency repair cover outside office hours. Tenants can access the emergency repairs service through the main switchboard number. The emergency contractor will have contact details for maintenance staff if advice or assistance is required.

The Tenants Handbook details job categories that are considered emergencies and call-out costs which may be recharged to the tenant if the job turns out to be of a "non-emergency" nature.

Specific arrangements for gas central heating breakdowns are made in the gas servicing contract and contact numbers for this type of out of hours emergency can also be obtained on the main switchboard number. For calls received after 17.00 to 9.00 Monday to Friday and 16.00 to 9.00 Saturday & Sunday, the contractor will attend immediately if it is judged that there is an immediate risk, otherwise they will attend the following day after advising the tenant how to make the situation safe. All gas heating emergency calls (eg total loss of heating, total loss of hot water, escape or suspected escape of gas and bust heating pipes that can't be isolated, will be attended by the contractor within 4 hours. The contractor will provide regular reports to evidence their attendance within the target time.

In CHA's older peoples housing, should an emergency arise out with the Scheme staff duty hours, tenants are advised to call the Community Alarm Centre in the normal way using the call system. Community Alarm can contact the Scheme staff who can attend and will have contact details for emergency contractors.

A list of local contractors will be provided to all staff in older peoples housing.

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2.5 Response Times and Priority Indicators

CHA will respond to repair requests within the following timescales:

Table 1

Category	Urgency	Target Response Time for Attention
1	EMERGENCY REPAIRS	6 HOURS
	Repairs necessary to prevent serious damage to the building, danger to health, risk to safety or risk of serious loss or damage to the occupier's property.	
2	URGENT REPAIRS Repairs that seriously affect the comfort or convenience of the occupier	3 WORKING DAYS
3	ROUTINE REPAIRS Repairs that will not seriously interfere with the comfort and convenience of the occupier.	15 WORKING DAYS

Table 2

<u>Trade</u>	Job Description	Priority Indicator
Plumbing	Burst Pipes / Tanks / Cylinders	1
	Cold Water Fault	1
	Hot Water Faults	2
	Faulty WC's and Cisterns	1
	Leaking Pipes / Tanks / Cylinders	1
Electrical	Complete Loss of Power	1
	Lights, Switches, Sockets	2
	Storage Heaters, Panel Heaters	3
	Extract Fans and Ventilation	3
	Cookers and Kitchen Equipment	3

Door Entry	All repairs	2
	Repairs if awaiting parts	3
Fire Alarms	Call Outs	1
	Routine Repairs/Servicing	2
	Repairs if awaiting parts	3
Drainage	Blocked External Drains	1
	All Other Drainage Works	3
	Choked Wastes (internal) if agreed with the tenant to clear	2
Central Heating	Complete Loss of Heating	1
	Leaking Pipes/Radiators	1
	Repairs to Boilers and Equipment	2
	Repairs if awaiting parts	3
Laundry Equipment	All Repairs	2
	Repairs if awaiting parts	3
Glazing	Broken and Unsafe Glass	1
	Temporary Glazing	1
	Replacement Double Glazing Unit	3
Painting	Minor Decorative Repairs	3
	Small Jobs and Voids	3
Joinery	Emergency Repairs to Door/Windows	1
	Door Locks and Locking Systems	1
	All Other Categories of Joiner Repairs	3
Slater/Roofer	Roof Leaks (Slates/Tiles)	2
	Bitumen Felt Roofing	3
	Gutters and Down Pipes	3
Keys and Locks	All Repairs/Replacements	1
	Awaited Suited Systems	3
TV Aerial Systems	All Repairs	2
	Replacement Systems	3

The above list is not exhaustive but provides a guide to typical repairs for each trade. The Manager will award an appropriate priority indicator to any job not included in the above table.

Performance targets for contractor's response within emergency, urgent and routine repairs will be set annually by the Director of Property Assets and the Property Services Manager subject to approval by the Management Committee. Performance against these targets will then be monitored through the regular maintenance report as outlined at section 1.6, above.

2.6 Pre and Post Inspections

For day-to-day repairs, CHA will aim to pre-inspect a minimum of 10% of reported jobs prior to issuing an instruction to a contractor. Examples of repairs to be inspected are:

- Those estimated to cost over £500
- Those where the tenant has been unable to give sufficient information to enable the contractor to be instructed.
- Those in void properties prior to re-let.
- Those where dampness or condensation is reported.
- Those qualifying for the Right to Repair where inspection is considered necessary.

On completion, a further 10% of repairs will be post-inspected where:

- The cost of the repair exceeds £1,000.
- Follow up work may be required.
- The tenant reports an aspect of the work as unsatisfactory. OR
- To check quality and value for money on a random sample of work across various contractors and trades.

Results of inspections against targets will be included in the regular Maintenance Report to the Management Committee.

2.7 Right to Repair

CHA will fully comply with the provisions of the statutory Right to Repair introduced by the Housing (Scotland) Act, 2001. A list of qualifying repairs, together with associated completion timescales, is issued to all tenants in the Tenants Handbook. Details are also provided on CHA's website.

In line with regulatory requirements, CHA will advise tenants of the provisions of the Right to Repair annually, through the Tenants Newsletter.

When a tenant reports a repair that qualifies under the Right to Repair regulations they will be notified in writing on the tenants copy of the job order that this applies, and of the statutory timescale for the work to be carried out. The timescales for works on the majority of qualifying repairs can be accommodated within CHA's existing repair response times as outlined at section 2.5 above.

The tenant will also be advised of their right to instruct another contractor (name and contact details provided by CHA) to undertake work up to the value of £350, if the timescale is not met, and of the compensation payments which may apply. If the repair is not completed within the required timescale tenants will be entitled to compensation of £15 plus £3 for every working day over the maximum period until the repair is completed. (Maximum payment £100)

The Property Services Manager will ensure that detailed procedures are in place to operate the statutory Right to Repair, and that CHA's approved contractors are fully appraised of how the scheme works.

A report will be submitted to the committee annually to show how many repairs qualified for right to repair and how many were carried out under this provision.

2.8 Tenant's Alterations/Right to Compensation for Improvements

Under the Housing (Scotland) Act, 2001, tenants may be entitled to receive financial compensation at the end of their tenancy for improvements they have made to their home, at their own expense. These compensation payments only apply to certain types of works and must only be carried out with the full prior written consent of CHA.

All requests to carry out alterations must be made, in writing, on CHA's standard form and will be responded to by the Senior Property Services Officer within 28 days. Any requests not responded to within this timescale will be deemed to have been agreed to in line with the conditions of the Scottish Secure Tenancy Agreement. Requests will be recorded on the Housing Management IT system and timescales for response will be monitored.

A list of qualifying improvements is provided in the Tenant's Handbook. The legislation establishes the qualifying improvements, the notional life of the improvement, the formula for calculating compensation, minimum and maximum amounts payable, timescales for processing claims and the various qualifications that apply.

The Property Services Manager will implement the policy through a detailed procedure to be followed on receipt of a tenant's request and through provision of information to tenants to confirm the amounts which may be payable dependent on the appropriate conditions being met. Payments will be linked to the published criteria, made on a sliding scale based on a notional life of the items involved and the time passed at the end of tenancy date. Inspections will be made in all cases to establish the condition of the property before any compensation is paid.

2.9 Rechargeable Repairs

In accordance with section 5 of our Scottish Secure Tenancy Agreement CHA will recharge the tenant for works that we are required to undertake that are the tenants' responsibility. This policy will apply, in particular, to items requiring repair due to carelessness, neglect or deliberate damage by a tenant, member of the household, or visitors throughout the tenancy.

Where it is not practicable for the tenant to instruct an appropriate contractor themselves and property is in an unsafe or insecure condition, CHA will carry out the necessary works and recharge the costs to the tenant.

The principal areas are, but not exclusive:

- Damage to glass, sinks and sanitary ware.
- Replacement of lost or broken keys and costs incurred from forcing entry due to lost keys.
- Replacement of locks when keys are lost.
- Damage to alarms.
- Damage to decoration.
- Damage to internal doors.

Costs are invoiced to the tenant with the exception, of supply of replacement keys, which must be paid in advance. Where CHA intends to recharge repairs, the tenant will be advised in writing of the estimated cost before work is carried out. Appropriate repayment arrangements will also be agreed. Payments due will be pursued in line with CHA's Debt Recovery Policy.

Damage found during the tenancy or at the void stage, caused through neglect and wilful damage caused by the tenant or tenants family or their visitors, will be recharged to the tenant. This includes smoke damage caused by cigarettes.

In certain circumstances CHA will recharge the tenant for the cost of abortive calls or inappropriate use of the emergency call out service. When undertaking reactive repairs, the contractor, wherever possible will pre-arrange a time with the tenant to carry out the work. If no access is given at this arranged time the contractor will leave a card at the property asking the tenant to contact them directly to make an alternative appointment. If a 2nd appointment is not kept the tenant may be charged for the contractors call out time. Following discussion with Housing Management and, where appropriate, housing support staff, the Maintenance Manager may instruct a recharge to the tenant if this is agreed to be appropriate.

The Property Services Manager may also consider re-charging the additional costs of an emergency call out if on attendance it is confirmed that this level of response was clearly not required and that the repair should have been dealt with during normal office hours.

2.10 Selection of Contractors

CHA procure contractors following the CHA Procurement Policy and maintains a list of selected and approved contractors who are routinely monitored on performance and value for money. This monitoring is carried out by the Property Services Manager with results reported to the Management Committee.

Contractors wishing to apply for inclusion on CHA's approved list must do so on our standard form and will be asked to provide appropriate insurance details, copies of Construction Industry 714 Exemption Certificates and details of policies such as Health & Safety and Equal Opportunities.

The Property Services Manager has responsibility to ensure that all approved contractors have full details of response times and repair obligations and suitable contact information for maintenance staff.

The Property Services Manager will provide full procedural guidance for staff in selecting appropriate contractors for each repair request taking into account availability, location and cost factors. Material and labour rates will be regularly reviewed to ensure value for money is obtained.

2.11 Servicing

CHA will meet all statutory duties in relation to Gas Safety Management and associated Health and Safety regulations. This will include an annual service of all gas systems in tenants' homes including individual and central plant boiler systems. All servicing will be carried out by a competent and qualified contractor and a detailed monitoring and record keeping system will be put in place to ensure all landlords statutory obligations in this respect are met. Robust procedures will be put in place to ensure access is gained to carry out CHA's duties and to ensure that all tenants are furnished with a valid Gas Safety Certificate for their home at all times.

Where it is considered economically advantageous, the Property Services Manager may put in place servicing and repair contracts for other equipment provided within the tenants home which CHA has a responsibility to maintain. Examples of this would include stairlifts, hoists and laundry equipment.

2.12 Defects Liability

During the defects liability period (normally one year from handover) repair work is the responsibility of the original contractor, except for repairs due to damage by tenants use.

Repairs are reported to the reactive maintenance staff in the normal way (see section 2.3 above) but in most cases the contractor will only undertake emergency or urgent work within CHA's published timescales and routine work may be left until the end of the defects period. Repairs which qualify under the statutory Right to Repair must be completed within timescale and compliance with this requirement will be written into original contract for construction of the scheme. If a second contractor has to be instructed or compensation for delay is incurred the costs of this may be passed on to the original contractor.

Any defects reported during the liability period will be passed to the main contractor, project architect and tenant with a copy of any instruction retained in the tenant's maintenance file.

The Property Services Manager will be responsible for a full inspection of the scheme/houses at the end of the liability period and will note, and pass on to the contractor, any outstanding items to be attended to within an agreed timescale before retention monies held on the original building contract are released.

2.13 Common Repairs in Tenements (Other Owners)

In the absence of a Factoring Agreement, where there are common repairs required in a tenement where CHA does not own all the flats, CHA will encourage other owners to organise repairs and recharge our share.

Where considered urgent or necessary, CHA will undertake work up to a maximum cost of £250. Necessary works in excess of this cost will only be undertaken by CHA with prior signed agreement from all other owners to meet appropriate shares of the cost. Minor works may be invoiced but for all works exceeding £500 per owners share no repairs will be instructed unless all parties payments are received in advance.