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<b>Policy:</b>	Maintenance Policy
<b>Legal Requirements:</b>	<p>The Housing (Scotland) Act 2001 and any subsequent amendments.                  The Health and Safety at Work etc. Act 1974                  The Management of Health and Safety at Work Regulations 1999                  The Gas Safety (Installation and Use) Regulations 1998 as amended by The Gas Safety (Installation and Use) (Amendment) Regulations 2018                  The Housing (Scotland) Act 2006                  The Housing (Scotland) Act 1987 (Tolerable Standard) (Extension of Criteria) Order 2019</p> <p>When procuring contracts for goods, services or works, the Association must comply with the Public Contracts (Scotland) Regulations 2015 and the Procurement Reform (Scotland) Act 2014 ("the Act") which provides a national legislative framework for sustainable public procurement.</p>
<b>Regulatory Standards:</b>	<p>The Scottish Housing Regulator has set out Regulatory Standards for all Registered Social Landlords (RSLs) to ensure that RSLs deliver good outcomes and services for its tenants and service users through good governance and financial management.</p> <p>This policy evidences that the following Regulatory Standards are being met:</p> <p>Standard 1. The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.</p> <p>Standard 2. The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.</p>
<b>Notifiable Events Guidance</b>	In compiling this policy, consideration has been given to the Notifiable Events Guidance issued by the Scottish Housing Regulator and the impact of that guidance on the policy.
<b>Equality and Diversity:</b>	<p>The Association is committed to Equal Opportunities and will endeavour to ensure that all services are carried out in an undiscriminating manner in line with the Association's Equality and Diversity Policy.</p> <p>In particular, the Association will not discriminate on the grounds of age, disability, marriage and civil partnership, pregnancy and maternity, race, religion or belief, gender, gender reassignment or sexual orientation.</p>
<b>Human Rights:</b>	<p>In compiling this policy, consideration has been given to "The Right to Adequate Housing" (Fact Sheet No. 21/Rev.1) published by the Office of the United Nations High Commissioner for Human Rights and the impact of that guidance on the policy.</p> <p>In particular, the Association is satisfied that this policy promotes the key aspects of the right to adequate housing – that it contains freedoms; entitlements; provides more than four walls and a roof; and protects against forced evictions.</p>
<b>Complaints:</b>	Although the Association is committed to providing high levels of service, we accept that there may be occasions where customers may not be satisfied with the service they have received. The Association values all complaints and uses this information to improve the services that it provides. The Association's Complaints Policy describes our complaints handling procedure and how to make a complaint.



<b>General Data Protection Regulation (GDPR):</b>	The Association will treat all customers' personal data in line with its obligations under the current data protection regulations and our Privacy Policy. Information regarding how data will be used and the basis for processing data is provided in the Association's Fair Processing Notice.
<b>Policy Author:</b>	Kevin Freeman
<b>Policy Review:</b>	In order to ensure that any change in circumstances is accommodated this policy will be subject to review annually in the month of January.
<b>Policy Approval:</b>	This policy was last reviewed / approved by the Management Committee of Yoker Housing Association Limited at its meeting held on Thursday the 25th of January 2024.



### Statement of Policy Aims and Principles

The aim of this policy is to ensure that Yoker Housing Association (“The Association”) delivers a good quality, cost effective, efficient and responsive day-to-day repairs service that aims to meet the expectations of tenants while protecting the long-term viability of our assets. For many tenants, arranging for a routine repair to be undertaken is their principal experience of a direct service from the Association and our priority is to deliver an excellent service.

Wherever practical, we aim to ensure that our properties are maintained to the highest possible standard whilst working within the constraints of mixed tenure ownership in the majority of our red sandstone tenements. High standards are also sought through the design and construction process of new build housing development.

To achieve these aims, the Association will:

- Comply with all legislative and regulatory requirements;
- Ensure good procurement practice is applied across the organisation as outlined within the Association’s Procurement Policy;
- Obtain value for money when purchasing goods, services and contract works; and
- Provide an efficient, effective and responsive repairs service to tenants.

### Policy Details

This policy covers the following areas of maintenance work:

- The Association’s responsibilities;
- The Tenant’s responsibilities;
- Annual Gas Safety Servicing;
- Electrical Safety Inspections;
- Detection of Fire and Carbon Monoxide;
- Alterations to properties (there is a separate policy on Alterations and Improvements);
- Rechargeable repairs; (there is a separate policy on Rechargeable Repairs);
- Delegation and authorisation of day-to-day repairs;
- Classification of repairs (there is a separate policy on Repair Response Times and Categories);
- Procedures;
- Consultation with tenants.

### The Association’s Responsibilities

The Association will provide a prompt, responsive service to repair and keep in good working order:

- Where practicable (depending on the ownership ratio) the structure and exterior of the property;
- Where practicable (depending on the ownership ratio) all communal areas including common closes;
- Internal installations which supply gas, electricity and water, excluding meters;
- All heating appliances which the Association has installed;
- All sanitary ware;
- All fixtures and fittings supplied by the Association;
- Intercom systems, extractor fans and TV aerials;
- Internal and external glass; and
- Where practicable (depending on the ownership ratio) all gutters and downpipes.

If the Association is the minority owner in a tenement close, we will not have the same level of control as we would have in a tenement which is fully in our ownership. In practice, this can hinder remedial works or actions because we may not get the necessary support to carry out required repair works.

The Association will expect its contractors to attend on time, to complete all jobs right first time and to be courteous, polite and tidy. We will make every attempt to provide a reasonable choice for the time and date of repairs appointments and to keep the tenant informed as to what is happening with their repair.

**POLICY STATEMENT****Tenant's Responsibilities**

The Association encourages tenants to play their own part in looking after their homes just as the Association plays its part through a good responsive service. This policy therefore sets out the following areas which are deemed to be tenants' responsibilities:

- Any appliance, fixture or fitting which has been fitted by the tenant;
- All internal decoration;
- Damage caused through neglect or carelessness on the part of the tenant or any member of the tenant's household or a visitor;
- Damage caused to a flat entrance door through loss of keys, being locked out or forced entry by Police;
- Damage to fixtures or fitting other than fair wear and tear;
- All light bulbs and fluorescent tubes;
- Removal and refitting of any floor coverings that are required for flooring repairs, pipework repairs under floors and any other repair which requires uplift of floor coverings;
- Dismantling and rebuilding as required of any fitted furniture other than that fitted by the Association as a normal fixture and fitting;
- Where repairs are required to make good vandalism and/or malicious damage, the Association will encourage the tenant to notify the Police of the incident. The Association will reserve the right to contact the Police to establish if the damage has been reported;
- On termination of tenancy, the clearance of furnishings, white good, floor coverings and loose items unless a previous agreement has been reached with the Association prior to the return of all keys and fobs.

It is the tenant's responsibility to give the Association access to carry out repairs.

If the arranged access time is denied, this will be recorded on the repair line and the tenant informed. The tenant may be charged for the contractor's time.

In the case of an emergency, immediate access must be granted. Failing this, the Association will be obliged to force entry.

Tenants with rent arrears and/or unpaid rechargeable repairs may have restricted access to non-essential repair and maintenance works. This could include routine repairs, planned maintenance works and medical adaptations.

**Annual Gas Safety Servicing**

In respect of gas safety, it is the Association's legal responsibility as a Landlord to ensure that gas fittings and flues in tenants' homes are maintained in a safe condition by completing a safety check of appliances and flues at intervals of not more than twelve months. It is the tenant's responsibility to ensure that access is provided timeously. Further details can be found in our Gas Safety Management System.

The Association will maintain a record of all gas appliances installed in its tenanted properties, their previous service date and the two previous landlord's gas safety certificates in each property file. All information detailing appliances, inspections, faults and remedial work required will be noted on a Landlord's Gas Safety Record inspection sheet.

**Electrical Safety Inspections**

In respect of electrical safety, it is the Association's legal responsibility as a Landlord to ensure that electrical fittings in tenants' homes are maintained in a safe condition. To determine if an electrical installation is safe and free from significant faults the Association will commission a suitably qualified electrical contractor to carry out an Electrical Inspection Condition Report (EICR) to each domestic property in the following circumstances:

- Every five years;
- During major upgrade works where electrical installations are affected;
- After significant work is carried out to the electrical installation;
- At a change in tenancy; and
- At the time of a mutual exchange.

All EICR's shall be held electronically and details will be stored on each individual property ledger. Compliance will be monitored on an ongoing basis through the SHQS Completion Register.



**POLICY STATEMENT**

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**Detection of Fire and Carbon Monoxide**

The Association has a legal responsibility to ensure that each property has satisfactory equipment for detecting fire and giving warning in the event of fire or suspected fire. To comply with its legal obligations the Association will ensure for each property:

- One smoke alarm is installed in the room most frequently used for general daytime living purposes (normally the living room/lounge);
- One smoke alarm is installed in every circulation space (hallways and landings) on each storey of the property;
- One heat alarm is installed in every kitchen;
- All smoke and heat alarms to be ceiling mounted; and
- All smoke and heat alarms to be interlinked.

The Association has a legal responsibility to ensure that each property has satisfactory equipment for giving warning if carbon monoxide (CO) is present in a concentration that is hazardous to health. To comply with its legal obligations the Association will ensure that:

- CO detectors to be fitted in all rooms where there is a fixed combustion appliance (excluding an appliance used solely for cooking) or a flue.

Compliance will be monitored on an ongoing basis through the SHQS Completion Register.

**Alterations to Properties**

The Association will not unreasonably refuse a prior written request by the tenant to carry out an alteration to the property. Consent will be conditional on the work being carried out to a standard specified by the Association.

Where alterations or improvements have been approved by the Association, the tenant will be responsible for the repairs and maintenance of such alterations or improvements.

In giving up the tenancy, the tenant who has carried out any alterations or improvements with our written permission may be entitled to compensation under regulations governing such arrangements.

For further details, reference should be made to the Association's Alteration and Improvements Policy and Compensation for Improvements Policy.

**Rechargeable Repairs**

Unfortunately, situations will occur when wilful damage has been caused to the Association's property. In those circumstances, tenants will be recharged the cost of repairs under the following categories:

1. Loss of flat entrance keys or locked out resulting in the door needing forced open. Repairs to door, door standard, locks and additional keys including where a door has been forced by the Police and no police incident number is provided;
2. Damage caused by any appliances or fixtures which have been fitted by the tenant and are the tenants' own property. This will include, but is not limited to, damage caused by the improper fitting of showers, washing machines, dishwashers or sanitary fittings;
3. Careless, negligent, or malicious damage to fabric or fittings within the property caused by the tenant, members of the tenant's family or persons known or unknown. Tenant will be charged the full cost of repair / replacement. Where damage has occurred as a result of neglect or abuse on the part of a tenant, a member of the tenant's household, or visitors to a tenant's home, and has been claimed through insurance, the tenant will be charged the insurance excess. This will cover damage to the tenant's house or other properties affected;
4. Clearance of flats (where required) on termination of tenancy.

The Association may allow rechargeable repairs to be paid by instalments and this will be agreed with the tenant. If possible, a written agreement will be made with the tenant before the repair(s) are instructed.



**Delegation and Authorisation of Day-to-Day Repairs**

5 The Maintenance Department will have the responsibility for organising day-to-day reactive repairs and has the delegated authority of the Association's Management Committee to instruct works to be carried out and to decide whether it is a rechargeable repair or the responsibility of the Association.

Repairs will be authorised up to the following financial limits:

Less than £2,000 exclusive of VAT

10 The Maintenance Department will authorise repairs up to this value.

£2,000 to £10,000 exclusive of VAT

15 Except in exceptional or emergency circumstances, minor contracts, goods or services (those of value £2,000 to £10,000 excluding VAT) will be put out for competitive quotation. This threshold may be overruled in properties of mixed ownership, where particular attention will be paid to the rules set out in the Deed of Conditions in respect of the stated thresholds in the procurement of works involving planned or reactive repairs, renewals or improvements. Quotations will be recorded in our Minor and Small Works Register.

Between £10,000 and £50,000 exclusive of VAT

20 At least three competitive tenders must be sought from suppliers who have the experience and expertise to meet our requirements. This can be done either in-house by the authorised staff members or in conjunction with a consultant Quantity Surveyor using the Public Contracts Scotland Portal. Unless there is good reason for doing so, the Association will endeavour not to restrict our selection to existing suppliers in order to facilitate competition, encourage innovation and ensure best value. A record will be maintained of all tenders awarded on our Contract Register.

25 For works above these thresholds, the procedures outlined in the Procurement Policy will be followed.

**Classification of Repairs**

30 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 and the repair is known as a "qualifying repair". Details of qualifying repairs are noted in our Repair Response Times and Categories policy.

35 For non-qualifying repairs, the Association has continued and will continue to carry out a routine / urgent / emergency repair service. With the exception of the more complicated repairs, they will be carried out within the following timescales:

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|----------------------|--|
| Qualifying repairs - | carried out within limits as per the Right to Repair scheme. |
| Emergency repairs -  | carried out within 3 hours.                                  |
| Urgent repairs -     | carried out within two full working days.                    |
| Routine repairs -    | carried out within eight full working days.                  |

Emergency Repairs

The following are examples of repairs which the Association will consider to be emergency repairs:

1. Flooding / burst pipe (excluding rain penetration);
2. Internal Gas leak (beyond the meter);
3. No electricity or electrical faults that may endanger the occupants of the property;
4. Break-in / locked out;
5. Smashed / broken windows;
6. No central heating;
7. Any repair which endangers the health and safety of any member of the public (e.g., unsafe chimney).



**Classification of Repairs** (Continued)

Urgent Repairs

The following are examples of repairs which the Association will consider to be urgent repairs:

1. Dripping taps;
2. Running overflows;
3. Faulty internal doors or ironmongery;
4. Lighting fault to internal bathroom;
5. Leaking pipes – radiators;

Routine Repairs

These are general faults or repairs which are not hazardous, or which cause minor inconvenience to a tenant, such as plaster repairs, loose or squeaking floorboards or loose internal door handle.

For further details, reference should be made to the Association’s Repair Response Times and Categories policy.

**Procedures**

Repairs will most likely be reported by tenants. They may also be reported by members of staff, contractors, or family / neighbours. Repairs can be notified in person at the Association office, by telephone, by email or by letter. The Association will record the name, address, contact telephone number, access arrangements and a description of the repair.

The Association will keep an electronic record of all day-to-day, routine, reactive and cyclical repairs through our Repair Report Log. A repair works order will be emailed to the nominated contractor, containing clear details of the instruction, and noting the appropriate repair response time. The contractor must return the repair order line with the invoice for the job. The designated member of the Maintenance Department will be responsible for checking the invoice against the work instructed to allow payment for the works to be authorised.

The Association will inspect more complex repairs or may instruct this task to an appropriate professional consultant (for example, an Architect or Structural Engineer). Where a tenant reports concerns about the quality of a repair, we will instruct a full quality control check to be carried out by another contractor or by an appropriate professional consultant.

The Maintenance Department will keep the Finance Department informed of insurance claims, decant expenditure and other costs falling outwith the budget for routine repairs.

**Consultation with Tenants**

The Association will consult tenants and offer choice where possible when carrying out maintenance works. The choice offered will depend on the nature of the work. Reactive day-to-day maintenance works do not often necessitate a range of choices. However, in planned maintenance works, for example, when renewing kitchen fitments, tenants will be consulted individually during the survey stage and given a choice / recommendation of kitchen layout. When replacing bathrooms, tenants will be consulted individually during the survey stage and given a choice of non-slip flooring cover when included as part of the specification. All bathroom suites and wall panelling are installed as standard white.

Customer satisfaction with the performance of the maintenance service will be monitored by means of a monthly survey based on all categories of repair, with the results being reported back to the Management Committee on a quarterly basis.

Any tenant dissatisfied with the maintenance service provided by the Association will have the right to lodge a formal complaint in accordance with the Association’s Complaints Handling Procedure.



**Consultation with Tenants** (continued)

The Association will ensure that through the tenancy agreement, house visits, letters, newsletters, residents handbook and the Association's website, our tenants are informed of the following:

1. What the Association will repair;
2. What the tenant's responsibilities are;
3. The repairs procedure;
4. Rechargeable repairs; and
5. Emergency repairs procedures.

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