

OPS050 - Repairs, Maintenance and Property Management Policy

MONITORING FORM	
Department	Operations
Department Director	Diana MacLean
This policy is applicable to	Repairs, Maintenance and Property Management
Author	Savills Consultant
Original Version approved by & date	March 2020
Date of last review	
Version number	5
Date of minor modification	
Period of Review	3 years
Date of next review	March 2023
Internal /external consultees (if required).	

1.0 INTRODUCTION (AIM)

Weslo Housing Management (Weslo HM) will seek to deliver its Repairs, Maintenance and Property Management Service, in a fair, consistent and auditable manner.

This Policy sets out how Weslo HM will ensure that it provides an effective and efficient repairs, maintenance and property management service that complies with its landlord obligations in respect of repairs and maintenance of its properties and any common areas associated with its properties where a third party has ownership responsibilities.

The document will assist Weslo HM in achieving the above by confirming:

- Weslo HM's commitment to fulfilling its statutory and contractual obligations and to work to current good practice;
- the different repairs categories and target timescales;
- the respective rights and responsibilities of Weslo HM and its tenants;
- the Right to Repair scheme and how this will impact on tenants;
- the role that inspections will play in the maintenance of the stock;
- the approach to asset management and achievement of SHQS and EESSH;
- the methods with which tenants and owners will be engaged with in the maintenance process; and
- the monitoring and standard reporting that will be undertaken.

2.0 SCOPE

For the purposes of this policy it is deemed to include Weslo HM housing stock, all employees (permanent, temporary or contracted) and any other stakeholder where relevant to the Policy.

3.0 LEGAL FRAMEWORK

In terms of the Scottish Housing Charter, we will strive to deliver a repairs and maintenance property management service which:

- meets the conditions of the tenancy agreement;
- continues to meet the Scottish Housing Quality Standard (SHQS);
- meets the Energy Efficiency Standard for Social Housing (EESSH) by 2020;
- considers future planning for property maintenance with regard to the proposed EESSH2 in 2025;
- provides new tenants with clean homes which are in a good state of repair; and
- delivers value for money.

It also provides detail of how the WHM Board, as Duty Holder, will receive assurance of statutory and regulatory compliance.

4.0 OBJECTIVES AND POLICY PRINCIPLES

The key objective of this policy is to define how Weslo HM will meet its statutory and regulatory requirements in relation to the repair and maintenance of its housing stock. However, within this policy objective there are clearly defined singular objectives. These are as follows:

- delivering a clear, comprehensive and equitable repairs property management service;
- ensuring that all properties are safe, secure and meet relevant Regulatory standards;
- maintaining our stock in accordance with all relevant and applicable statutory requirements, including those set out in our Tenancy Agreement;
- providing an efficient, effective repairs property management service which delivers value for money, whilst prolonging the useful life of our stock;
- delivering customer satisfaction in relation to the repairs and maintenance service received by our customers (tenants and owner-occupiers);
- collecting data which we can use to influence our future repairs property management service, through listening to our tenants views on the condition of their homes, and using pertinent data gathered by Weslo HM employees ;
- reviewing our procurement arrangements for repairs and maintenance works; and
- influencing the design specification and components of our major investment works.

5.0 MAINTAINANCE TYPES

5.1 REACTIVE/DAY TODAY REPAIRS

The purpose of this section is to set out the different categories of repairs.

Reactive repairs, commonly known as day to day repairs can be categorised by the urgency of the repair required. They are classed as emergency, urgent and routine repairs which cannot be left until future cyclical or capital investment programmes are in place.

Such repairs are reported direct by tenants or identified by Weslo HM employees. They are generally required to be undertaken within defined short timescales in order to ensure that they do not create a health and safety issue or lead to the deterioration of Weslo HM assets.

5.2 REPAIR CATEGORIES

5.2.1 Emergency – Attend within 2 Hours and make safe within 24 Hours

These are problems which put at risk the health, safety or security of the tenant, or when delay would likely result in significant damage to the property. The emergency repair is carried out to remove the emergency only and where possible carry out any minor repair only. The emergency repair is not used to undertake any repair required in full. Follow on works from the emergency repair are undertaken on a new Works Order issued by Weslo WHM.

Examples of 'Emergency Repairs' include the following:

- significant water ingress to property from roof area, where the tenant is unable to stem the ingress significant leaks from water or heating pipes, tanks or cisterns where the tenant is unable to stem the flow;
- burst taps/pipes;
- no water supply;
- blocked or leaking foul drains or soil stacks;
- choked toilet, where there is only one toilet in house;
- toilet not flushing, where there is only one toilet in house;
- blocked sink or bath;
- no heating;
- blocked flue to boiler;
- loss or partial loss of gas supply;
- full loss of lighting and / or power, where the household includes a child or vulnerable adult;
- dangerous or unsafe electrical power or lighting socket, or electrical fitting;
- no lighting or power;
- faulty cooker control unit;
- unsecured external door or windows on a lower level;
- broken windows;
- unsafe timber flooring or stair treads; and
- any Health & Safety related issue.

Tenants may also contact the utility companies direct. Such instances in which they may require to contact them are as follows:

- British Gas – smell of gas in their home or in the vicinity of their home;
- Scottish Water – blocked drain beyond the curtilage of their garden causing flooding into gardens / sewerage into street;
- Street Lighting – street lamps are not coming on or are remaining on all day; and
- Scottish Power – blackout of power in local area or full street blackout.

5.2.2 Urgent - Response within 5 working days

These are problems which cause a loss of facility to the tenant or are likely to cause further deterioration to the structure, fabric, fixtures, fittings, appliances or services to the building. All urgent repairs must be reported to Weslo HM. Where follow on works are required, such work will be undertaken as a Routine Repair.

5.2.3 Routine - Response within 10 Working Days

These are problems which can be deferred without serious inconvenience to the tenant and without any further adverse effects on the property

5.3 CYCLICAL MAINTENANCE

Cyclical maintenance is work that is carried out on a regular cycle- whether it be annual, five yearly etc. This is work to prolong the life of the stock and/ or to fulfil legal obligations; Examples are annual gas servicing, landscaping, 5 yearly electrical checks.

5.4 PLANNED MAINTENANCE/ MAJOR REPAIRS

Planned maintenance/major repairs are large contracts usually involving the replacement of the main component of the stock- such as kitchens, bathrooms, boiler, roofs. They tend to be replaced via a large contract in order to ensure value for money.

6.0 REPORTING REPAIRS

6.1 DURING WESLO HM OFFICE OPENING HOURS

Weslo HM offices will be open as stated below to allow tenants to contact us direct to report a repair:

Bathgate

Monday to Thursday: 8:30am to 5:00pm

Friday: 8:30am to 4:30pm

Bo'ness

Monday, Tuesday, Thursday and Friday

8:30am to 12:30pm, 1:30 to 5:00pm

Wednesday: 8:30am to 12:30pm

6.2 OUT OF HOURS SERVICE

Weslo HM operate an out-of-hours call out service with an approved contractor. Tenants can contact this contractor to attend to emergency repair issues only. This service operates within the following hours:

Monday to Thursday: 5:00pm to 08:30am

Friday: 16:30pm to Monday 08:30am

6.3 HOW TO REPORT A REPAIR

Tenants may report repairs to Weslo HM through various means i.e. in person, by telephone, e-mail. Weslo HM will determine if the repair can be carried out

without being inspected first and will discuss access arrangements with the tenant.

6.4 APPOINTMENTS

In order to deliver an efficient service to tenants, Weslo HM will make an appointment with the tenant

When a tenant reports a repair to Weslo HM via telephone or in person at one of our offices, we will arrange an appointment with them for access to carry out the repair. When a tenant emails Weslo HM with details of a repair required, we will contact them to arrange an appointment to carry out the repair. This appointment will be for morning or afternoon Monday to Friday. When the suitable appointment has been made and the Works Order raised, Weslo HM will provide the tenant with the Works Order number for the job.

6.5 ACCESS

The tenant must give reasonable access to our trades or one of our sub-contractors to enable the repair to be inspected or carried out. Failure to provide access on the agreed date and time will result in the repair being cancelled. In such instances, tenants will require to contact Weslo HM to arrange another appointment for the repair. As detailed in section 7.2.1 Weslo HM has a 'Right of Entry' in certain circumstances.

7.0 RIGHTS AND RESPONSIBILITIES

7.1 Weslo HM Responsibilities

7.1.1 General

In general, Weslo HM will maintain the structure, exterior and common parts of the property, keep in good working order the installations for the supply of water, gas, electricity, sanitation and space and water heating, and all fixtures and fittings owned by Weslo HM.

7.1.2 Servicing

Weslo HM will carry out inspections at appropriate timescales, in relation to gas safety, electrical safety, lift safety, fire safety and water safety in accordance with our Landlord Compliance Policy and Management Plans.

7.1.3 Asbestos Management

Weslo HM has an obligation to manage asbestos in our properties including the common areas and maintain an Asbestos Register which includes the results of surveys we carry out and details of where asbestos has been removed or made safe. We will survey our properties before any major works are carried out and if

necessary, employ a licenced asbestos removal Contractor to remove any material found to contain asbestos.

7.1.4 Service Interruption

The Operations Director and the Maintenance Manager may determine that there are circumstances, such as severe weather, where Weslo HM may temporarily require to suspend the normal repairs service. Where this occurs, Weslo HM will focus on tackling emergency repairs and suspend routine repairs, including those where an appointment has been made, and void repairs. When this happens, Weslo HM will notify tenants, seek to minimise the period of suspension and reschedule repairs and appointments as quickly as practically possible once normal service resumes.

7.1.5 When a property is tenanted

During the tenancy, Weslo HM will carry out inspections, at reasonable intervals, of the common parts, in accordance with the Estate Management Policy.

Weslo HM will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and fit for human habitation.

Repairs will be carried out to an acceptable standard within the categories and timescales as detailed within section 5 above and in accordance with Section 5.8 of the Scottish Secure Tenancy Agreement. The Scottish Secure Tenancy Agreement is the contractual basis for establishing rights and responsibilities.

7.1.6 Before a tenancy is ended

In accordance with the Termination and Void Management Policy, a pre-termination visit should be carried out to determine if any repair issues, which are the tenant's responsibility, require to be raised with the outgoing tenant. At this stage also, the matter of Rechargeable Repairs will be discussed.

7.1.7 When a tenancy has ended, and the property is void

When a tenancy has ended and before any new tenancy commences, Weslo HM will inspect the property as part of the Pre-Termination and Void Management Policy and Procedure. In accordance with the Termination and Void Management Policy, Weslo HM will ensure that the property is brought up to the Lettable Standard. This inspection will include all common parts.

7.1.8 Repairs involving neighbouring homeowners

Where repairs are required to common parts that involve neighbouring homeowners, we will contact homeowners to advise them. We will encourage

homeowners to participate in any common repair works and contribute towards the costs as appropriate. However if emergency or essential works are required we may carry out the repairs first and recharge the homeowners afterwards.

7.2 Weslo HM's rights

Weslo has rights to enter its property and to recharge tenants in certain circumstances.

7.2.1 Rights of entry

Weslo HM has the right to enter tenant's properties to carry out inspections or to carry out repairs. Tenants will be given 24 hours' notice in writing:

- of access to lay wires, cables and pipes for the purpose of telecommunications, water, gas and electricity providing that reasonable notice is given in writing to the affected tenants;
- of access to the common parts at any reasonable times;
- to make forcible entry, if permission by the tenant is refused. However, every reasonable opportunity must be given to the tenant to provide access voluntarily; and
- in the case of an emergency, Weslo has the right to make forcible entry without notice.

7.2.2 Right to re-charge

Weslo HM will not carry out all repairs free of charge to tenants. Our Rechargeable Repairs Policy provides detail of when we will seek to recharge a tenant.

7.3 The Tenant's Responsibilities

The responsibilities for each tenant are clearly defined within the Scottish Secure Tenancy Agreement which is signed by every tenant when their new tenancy is created.

8.0 INSURANCE

Tenants are not obliged to have in place house contents insurance. However, it is strongly recommended to tenants at sign-up that they do take out such a policy, to protect their possessions and those of third parties, against damage by water or fire etc. as Weslo HM's Building Insurance will not cover such damage.

9.0 ADAPTATIONS

Adaptations are minor and major adjustments/improvements carried out to a property, e.g. handrails/wet floor showers and/or common area, e.g. external ramp, to help the tenant to live more comfortably within their home and reduce the need to transfer to another house. More detail can be found on this in the Medical Adaptations Policy.

10.0 ALTERATIONS AND IMPROVEMENTS

Weslo HM in accordance with its Alterations and Improvements Policy will consider tenant requests to alter or improve their home.

11. RIGHT TO REPAIR

The purpose of this section is to detail the rights of all Weslo HM's tenants to have certain repairs carried out within prescribed timescales, the remedies they are entitled to in the event these timescales are not met, and the procedures for implementing the Scheme as detailed in the Housing (Scotland) Act 2001.

In line with the Housing (Scotland) Act 2001, Weslo HM operates a 'Right to Repair' scheme within the existing repair categories and target response timescales. This gives tenants the right to have certain small repairs carried out within a given timescale. The repairs that are included in this scheme are listed separately and do not exceed a maximum value of £350.00

Repairs that are specific to the 'Right to Repair' are known as 'Qualifying Repairs'. When a 'qualifying repair' is reported, Weslo HM will rigorously follow the Right to Repair categories and timescales.

11.1 Entitlement

Tenants will be entitled to have a qualifying repair carried out subject to and in accordance with the statutory regulations. On reporting a qualifying repair the tenant shall be notified of their rights and be given a maximum time for the repair to be completed.

11.2 Landlords Responsibilities

Weslo HM as sole landlord of its properties has direct responsibilities to ensure that the properties are maintained to an acceptable standard.

These include:

- Record repair details and notify the tenant of maximum time allocated to carry out the repair. (The repair should be recorded as a 'qualifying repair' to enable an audit trail to be followed in the event of a claim and to allow a proactive assessment of compensation due) see below;
- Arrange an inspection to be carried if required;

- Supply the tenant with the details of the contractor who will attend, i.e. Weslo HM trades person or an appointed sub-contractor. Either is known as the 'primary contractor';
- Briefly inform tenants of their rights under the right to repair scheme and follow this up in writing;
- Notify the tenant of the action the tenant can take should the 'primary contractor' fail to attend;
- On notification from the tenant that the 'primary contractor' failed to attend to carry out the work, Weslo HM shall pursue the 'primary contractor' to complete the works or alternatively re issue a works order to another contractor selected from the sub-contractor framework; and
- Weslo HM will on an annual basis notify the tenants of 'Right to Repair', within appropriate Weslo HM publications.

11.3 Qualifying Repairs

Only repairs costing up to £350 may be "qualifying repairs" under the Right to Repair Scheme.

The following list sets out the types of repairs which subject to the above will be qualifying repairs and the timescales within which they must be carried out:

<u>Qualifying Repair</u>	<u>Timescale</u>
Blocked flue to open fire or boiler	1 day
Blocked foul drain or soil stack	1 day
Blocked toilet pan if there is no other working toilet in the house	1 day
Leaking foul drain, soil stack or toilet pan	1 day
Blocked sink, bath or drain	1 day
Total loss of electric power	1 day
Partial loss of electric power	3 days
Insecure external window	1 day
Insecure external door	1 day
Insecure lock	1 day
Unsafe access path or step	1 day
Leaks or flooding from water or heating pipes, tanks or cisterns	1 day
Loss or partial loss of gas supply	1 day
Loss or partial loss of space or water heating where no alternative heating is available	1 day
Toilet not flushing where there is no other toilet in the house	1 day
Unsafe power or lighting socket or electrical fitting	1 day
Loss of water supply	1 day
Partial loss of water supply	3 days
Loose or detached banister or handrail	3 days
Unsafe timber flooring or stair treads	3 days
Mechanical extractor fan in kitchen or bathroom not Working	7 days

11.4 Notification of Qualifying Repair

When a tenant reports a qualifying repair, they will be advised of the following:

- the category and timescale for response under which the repair is to be raised under Weslo HM's day to day repairs procedure. The tenant is also advised of the required response time under the right to repair procedure e.g. 1 day, 3 days or 7 days;
- they can seek further clarification of the Right to Repair process from form the Maintenance Manager if they are unsure of the explanation being given to them.
- The tenant will also be issued with a Repair Receipt, which will provide the following detail:
 - The works to be carried out;
 - The contractor who has been instructed to carry out the work (if not Weslo);
 - The date by which the work should be completed;
 - The job number;
 - Whether or not the job is a qualifying repair, and if a qualifying repair;
 - The circumstances under which the timescale may be extended;
 - The actions which can be taken if the work is not complete in time;
 - The name and contact details of the alternative contractor; and
 - The amount of compensation payable and how to claim.

Works orders for qualifying repairs will not include non-qualifying repairs except where these are directly related to the qualifying repair, in which case the timescale for the whole job is that of the qualifying repair.

11.5 Tenants Responsibilities

The tenant must give reasonable access to Weslo HM trades or the appointed sub-contractor to enable the qualifying repair to be inspected or carried out. Failure to provide reasonable access will result in the 'right to repair' being cancelled under the terms of the Act.

It will be the responsibility of the tenant to notify Weslo HM that the 'primary contractor' has failed to respond in the given time.

11.6 Contractors Responsibility

The 'primary contractor' shall undertake to complete all qualifying repairs within the given time scale.

The 'primary contractor' shall notify Weslo HM and the tenant of any potential delays to the work being carried out. Where the 'primary contractor' is Weslo HM Trades, the trades person shall notify the Repairs Team.

Where a qualifying repair is not completed within the maximum time allocated the 'primary contractor' will be liable to reimburse Weslo HM for any loss suffered or compensation paid. Where the 'primary contractor' is Weslo HM, the responsibility for payment of compensation or reimbursement for loss suffered lies with Weslo HM.

11.7 Alternative Contractors

Weslo HM will provide tenants who have qualifying repairs with the name, address and telephone number of at least one alternative contractor.

The alternative contractor will be an appropriate contractor included in the sub-contractor's framework.

The tenant has the right to have the alternative contractor carry out the works if the first contractor fails to start the job within the timescale for the qualifying repair.

The tenant may contact the alternative contractor directly to arrange the works but should advise Weslo HM at the first opportunity thereafter. Alternatively, the tenant may request Weslo HM to arrange the alternative contractor.

The alternative contractor shall be required to advise Weslo HM no later than the start of the next working day of any qualifying repair passed to them directly by the tenant.

Weslo HM will issue a new works order to the alternative contractor. It is important to note that the timescale for the qualifying repair restarts from the date the alternative contractor is notified of the job, and the alternative contractor is not required to carry out the works any quicker.

11.8 Compensation

Where the 'primary contractor' has failed to carry out the qualifying repair by the last day of the period Weslo HM will be liable to pay compensation in accordance with the regulations.

The amount of compensation shall be the sum of £15.00 and £3.00 for every working day commencing on the day after the last day of the original agreed maximum period, and ending on the day the qualifying repair is completed. This is subject to a maximum compensation of £100.00.

Compensation shall not be paid if the circumstances for the delay are of an exceptional nature out with the control of Weslo HM or their contractors.

Weslo HM will proactively check on a monthly basis to establish if any compensation payments are due.

In the event that the first contractor starts the works but fails to complete within the timescale, they may continue to carry out the works, but the tenant will be entitled to a payment of £15 in compensation for the inconvenience.

In the event that the alternative contractor fails to meet his target, the tenant shall be entitled to further payment of £3 for each day the works extend beyond

the end of the target timescale, up to a maximum of £100 for any one qualifying repair.

Compensation shall be paid to the tenant without requirement for the tenant to make a claim.

Weslo HM shall recover all compensation resulting from a contractor's failure to meet the target timescales from the contractor used.

11.9 Exceptional Circumstances

Where a contractor cannot carry out the works within the timescale for reasons out with his control, or Weslo HM cannot process the repair within the timescale for reasons out with its control, it may be necessary to extend the maximum time allowed. The responsibility of notification of this to the tenant lies with Weslo HM. Exceptional circumstances include:

- Severe weather conditions;
- Epidemic;
- Failure of the tenant to provide access for the inspection or completion of the works; or
- Threat of safety to Weslo HM or sub-contractors' operatives.

12 ROLE OF INSPECTION

The purpose of this section is to detail Weslo HM's approach to using inspections to assist in the repairs and property maintenance function.

12.1 Pre-Inspection

There are certain repairs that will require to be pre-inspected before any works orders can be raised. These will be inspected by Weslo HM's Technical Officers within 5 days of notification.

Inspections are mandatory in all cases where the repair is likely to be:

- subject of an insurance claim;
- carried out by a sub-contractor and an estimated cost may be required;
- major structural issues; and
- dampness.

12.2 Post Inspection

Weslo HM will undertake a post inspection regime as follows:

- a random 10% of all completed reactive repairs below £750;
- all completed reactive repairs costing in excess of £750;
- all planned maintenance works;
- all completed works to void properties;

- all repairs where an estimate for work has been requested from a sub-contractor;
- all repairs completed by a sub-contractor costing in excess of £750;
- all completed repairs where there are complaints from tenants about the quality of a repair;
- all works which are subject of an insurance claim; and
- any work where there is evidence that a contractor has performed poorly.

Weslo HM will review the post inspection regime annually or as issues with performance dictates.

13 MONITORING PERFORMANCE

13.1 Expected Outcomes

Key outcomes of operating an effective Repairs, Maintenance and Property Management Policy: and:

- ensuring that properties are well maintained, safe, secure and in line with the Scottish Housing Quality Standard (SHQS);
- working towards ensuring energy efficiency in our homes by being complaint with the energy efficiency standard in social housing (ESSH) by December 2020 and ESSH2 BY 2025;
- maximising the percentage of reactive repairs carried out that were completed right first time and minimising repeat repairs;
- optimising customer satisfaction with service delivery; and
- delivering value for money.

13.2 Reporting performance

We measure how good the service is through our post inspection, internal audit process and through our annual visits. We also carry out resident surveys on the quality of our services and any changes we introduce.

We report our performance to The Scottish Housing Regulator through the Annual Return on the Charter

Weslo HM will manage and monitor performance using clearly defined and measurable Key Performance Indicators (KPIs). The following KPIs will be reported:

- Average time taken to complete emergency repairs
 - The number of emergency repairs completed; and
 - The total number of hours taken to complete emergency repairs.
- Average time taken to complete urgent repairs
 - The number of non- emergency repairs; and
 - The total number of working days taken to complete non-emergency repairs.

- Percentage of reactive repairs carried out complete first time
 - Number of reactive repairs completed right first time; and
 - Total number of reactive repairs completed
- Percentage of tenants satisfied with the repairs and maintenance service provided in the last year

14 EQUALITY AND DIVERSITY

This Policy will always be carried out in accordance with Weslo HM's Policy of Equality & Diversity which aims to promote diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures.

We have carried out an Equality Impact Assessment and identified actions which have been incorporated into the Rechargeable Repairs procedure.

15 PUBLICISING AND AVAILABILITY

This policy is available on Weslo HM website, to Board and staff members and any other key stakeholders. Copies are available free of charge. A summary of this policy can be made available in other formats and languages on request.

16 RISK MANAGEMENT

We recognise that repairs and maintenance and property management is a landlord responsibility. We will therefore seek to mitigate against business risk through managing our repairs and maintenance service in an efficient, effective and economic manner.

17 MONITORING AND REPORTING

We will review the Repairs and Maintenance and Property Management Policy every three years or sooner when statutory, regulatory, best practice requirements or changes within the business dictate.

18 COMPLAINTS (if applicable within the Policy)

Anyone wishing to make a formal complaint about the services provided by the organisation should do so as per Weslo HM Complaint's Procedure.

19 OTHER RELEVANT POLICIES and PROCEDURES

This Policy relates to:

- Corporate Plan;
- Business Plan;
- Financial Regulations;
- Landlord Compliance Strategy and associated Management Plans;
- Asset Management Strategy;
- Rechargeable Repairs Policy;
- Alterations and Improvements Policy;

- Aids and Adaptations Policy;
- Termination and Void Management Policy;
- Scottish Secure Tenancy Agreement;
- Scottish Short Secure Tenancy Agreement; and
- Equality and Diversity Policy
- The above must be read in conjunction with this Policy.