

MORAY HOUSING PARTNERSHIP

Response Repairs Policy

Date Agreed: February 2011
Amended May 2011 item 8.4 added.

1. SCOPE OF POLICY

- 1.1 This policy encompasses activity in relation to the delivery of MHP Response Repairs Service.
- 1.2 Response Repairs are day to day repairs that require to be done within a relatively short timescale and that cannot be included within a planned repair programme.
- 1.3 These repairs are required to ensure health, safety or security to the tenant and to prevent deterioration to the property.
- 1.4 Moray Housing Partnership will ensure the promotion of equal opportunities by publishing information and documentation in different languages and other formats such as large print, audio tape and braille, as required.
- 1.5 Moray Housing Partnership commits itself to fairness and equality for all, operating with professionalism, integrity and openness and a belief that everyone is entitled to be treated with dignity, respect and fairness and will ensure that no individual is discriminated against on grounds of sex or marital status, on racial grounds or on grounds of disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs, or opinions, such as religious beliefs or political opinions.

2. CONTEXT

- 2.1 This Response Repairs Policy is set in the context of the Performance Standards for social landlords and homelessness functions document published jointly in November 2001 by Communities Scotland, COSLA and the SFHA, revised in 2006 and adopted in 2009 by The Scottish Housing Regulator.
- 2.2 Section 79 of the Housing (Scotland) Act 2001 provides Scottish Ministers with the power to set standards and the publication of the Performance Standards document forms the key reference point for Communities Scotland's Single Regulatory Framework.
- 2.3 The revised Standards came into effect in 2006 and are organised into 20 Guidance Standards and 33 Activity Standards.

- 2.4 The principles of this Policy take note of and reflect the Guiding Standards that underpin the principles of service delivery.
- 2.5 The objectives of this policy reflect the key functional areas that Communities Scotland will regulate and inspect and the Policy is therefore set in the context of Activity Standard Repairs (AS2.1)

“We provide an efficient and effective response repairs service for our tenants.”

3. PRINCIPLES AND OBJECTIVES

3.1 The principles underpinning the Response Repairs Policy are:

- ◇ to monitor and control our performance on response repairs, to ensure the service is continuously improved and that all property is efficiently and effectively maintained to a high standard.
- ◇ to ensure that all property is maintained to a high standard.
- ◇ to ensure the Partnership complies with all statutory and contractual obligations and that all codes of guidance and safety requirements are observed.
- ◇ to make best use of both our physical and staff resources in achieving Best Value.
- ◇ to ensure all tenants and stakeholders are involved and consulted in the development of the service and its operational procedures.
- ◇ to ensure that the Response Repairs Service is supported by detailed, easy to understand procedures and training for staff.
- ◇ to ensure we are responsive to the needs of our tenants and ensure equal access to the service for all tenants taking into account, in particular, those tenants who have special needs or are vulnerable and that all are treated with respect.
- ◇ to ensure communication with tenants is always clear, appropriate, easily understood and accessible.

3.2 The specific objectives are:

- ◇ to provide an efficient and cost effective Response Repairs service.
- ◇ to ensure that response times are set which reflect the effective use of funds and the urgency/complexity of the repair and that these are communicated to tenants.

- ◇ to ensure that tenants are advised of their rights under the Housing (Scotland) Act 2001 in regard to The Right To Repair.
- ◇ to ensure that access to the service is available and understood by all service users.
- ◇ to ensure that each reported repair is monitored and customer feedback is actively sought.
- ◇ to ensure systematic monitoring of the quality of work is undertaken.
- ◇ to ensure that wherever possible a specified appointment for response repairs is arranged.
- ◇ to ensure that the performance on Response Repairs is regularly reported to tenants and comments and suggestions for improvement are sought.

4. DEFINITIONS

- 4.1 “Property” means – the building, garden, garage, common areas, shared areas and any services associated with these (fencing, water and drainage systems) belonging to Moray Housing Partnership.

5. RESPONSE TIMES

- 5.1 Before work is issued to a contractor it is categorised by the staff member who has taken the repair into five specific categories these are:

Emergency Target	- 100% of Emergency Repairs completed on time
Priority Target	- 99% of Priority Repairs completed on time
Routine Target	- 99% of Routine Repairs completed on time
Repairs by Appointment Target	- 100% carried out on time
Planned Maintenance Target	- 100% on individual contracts

Each category has an agreed timescale in which the contractor must respond.

The agreed timescales are listed in the table below. However it should be noted that in certain circumstances a degree of flexibility may be required to meet the requirements of tenants with special needs.

CATEGORY	TIMESCALE	DESCRIPTION
Emergency	Within 2 hours	Work required where there is either substantial property damage or a safety risk to the tenant or members of the public ie escape of gas or fumes, structural faults to roofs or walls. Total failure of a central heating system. Works to make property secure or prevent further damage, ie broken window glass, insecure external door or lock, burst pipes, sewage overflowing into property. Loss of water, gas or electricity supply. Hazards resulting from any fault must be made safe whether or not a full repair can be carried out at the time.
Priority	Within 3 working days	Certain types of follow up work to emergency call outs. Work not classed as emergency but which would cause a high degree of inconvenience if not attended to within 3 working days and which would seriously inhibit the occupiers use of fixtures, fittings or services within the property, ie partial loss of electric power, partial loss of water supply, loose or detached banister or hand rail, unsafe timber flooring or stair tread, mechanical extractor fan in kitchen or bathroom not working, dripping water/waste pipes, minor roof leaks, upper floor windows not closing.
Routine	Within 15 working days	Works which do not directly affect the occupier's use of the fixtures, fittings and services within the property, but those classed as cosmetic or nuisance, ie Plasterwork repairs, repair of draughty or ill-fitting doors or windows, non-hazardous floorboard or path repairs, specific room lights not working, renewing tap washers, leaking gutters or downpipes, repairs to kitchen unit doors or hinges. Only works, which have not been included in a planned maintenance / improvement programme can be addressed in this category.
Repairs by Appointment	AM or PM from 3 to 10 days	Any works other than - Emergency or Major Items Works that if not carried out within a reasonable time may have a detrimental effect on the fabric of the property.

CATEGORY	TIMESCALE	DESCRIPTION
Planned Maintenance	Programmed works are dependant on budget provision in line with MHP's Planned Maintenance Policy.	Works not classified as Emergency or Priority but which are required in more than one property and where it is more cost effective to carry out the works in one planned maintenance Contract, ie kitchen replacements, electrical upgrades, re-pointing of external stone walls etc.

6. THE RIGHT TO REPAIR SCHEME

6.1 Moray Housing Partnership has obligations under the 'Right to Repair' conditions contained within the Housing (Scotland) Act 2001. In order to meet these obligations the association will:

- ◇ Inform tenants about 'Right to Repair' legislation and qualifying repairs by using Newsletters, Tenants Handbook and supplying information leaflets to all new tenants.
- ◇ Inform tenants, when they report a repair, if their repair is a 'qualifying' repair,
- ◇ Provide information to tenants which would allow them to contact alternative approved contractors,
- ◇ Compensate tenants where we do not meet our obligations,

Details of the 'Right to Repair' are contained in Appendix 1.

7. REPORTING REPAIRS

7.1 It is Moray Housing Partnership's aim to ensure that tenants can report repairs easily and that action to carry out the repair is taken as soon as possible.

7.2 Repairs can be reported by a tenant or their representative in the following ways:

- ◇ By telephoning the office
- ◇ By e-mail
- ◇ By letter
- ◇ By visiting the Lossiemouth office
- ◇ Or direct to Estate Assistant.

7.3 The person reporting the repair will be asked for the following information:

- ◇ Tenant's name, address and telephone numbers
- ◇ Details of the fault or repair
- ◇ Access details

7.4 Upon receipt of the repair the member of staff will assess the repair under the following criteria:

- ◇ Urgency – which category the repair meets.
- ◇ Qualifying Repair status
- ◇ Responsibility – certain repairs are the responsibility of MHP as the landlord. However, some repairs are the responsibility of the tenant. These are detailed in the Tenant's Handbook. Where the repair is deemed to have been due to "fair wear and tear" MHP will be responsible. If, however, the repair is due to wilful damage, MHP may make a charge (**item 7 refers**). **APPENDIX 1** lists the types of repairs and the repair obligations.

7.5 In non - emergency situations and where information is incomplete or where a technical decision has to be made the repair will be passed to the Property Maintenance Officer for an inspection prior to ordering any works. The inspection will take place by appointment with the tenant, within 5 working days of the report of the repair. When a repair is estimated to be in excess of £500 a pre-inspection must be carried out by the Property Maintenance Officer within 5 working days, prior to issuing a Works Order.

7.6 On completion of the initial assessment the information will be passed to the Customer Service Advisor who will raise a Works Order and generate a receipt incorporating a Repair Satisfaction Survey (**Appendix 2**) which will be posted to the tenant. The receipt will state:

- ◇ A brief description of the repair.
- ◇ The name of the Contractor instructed to carry out the repair.
- ◇ The priority assigned to the Works Order, including the date by which the repair should be completed.
- ◇ Whether the repair is a Qualifying Repair under the Right To Repair Scheme.
- ◇ A contact name and telephone number.
- ◇ Agreed access arrangements/appointment time.

- 7.7 Where the assessment visit indicates that the work is likely to exceed £3,000, at least 3 quotations should be obtained before the work is allocated to a contractor.
- 7.8 Where the work is likely to exceed £5,000, MHP's tendering process will be used.
- 7.9 Where the work may involve an insurance claim, all relevant information must be passed to the Finance Assistant who will contact MHP's Insurers to raise a claim.

8. RECHARGEABLE REPAIRS

- 8.1 MHP will actively seek to recoup the cost of any repair carried out which is not the Partnership's responsibility. Section 5 of Moray Housing Partnership's Scottish Secure Tenancy Agreement details landlord and tenant rights and responsibilities.
- 8.2 The tenant will be liable for the cost of a repair if the work required to be done is due to negligence or vandalism caused by the tenant, members of their household, or visitors to their home.
- 8.3 The tenant will be informed at the earliest opportunity that a charge may be made for the repair. Charges will be pursued through the Partnership's debt recovery procedures and these will include that failure to make payment of rechargeable repair costs.
- 8.4 In instances where a tenant has failed to allow access to a contractor in order to carry out a repair at a pre-arranged time, any costs incurred by MHP for the contractor's time will be recharged to the tenant

9. PERFORMANCE MONITORING

- 9.1 To ensure that the response repairs service offers value for money and that a high quality of work is maintained, 10% of all repairs valued over £250 will be inspected no later than one month following completion.
- 9.2 To ensure that the response Repairs service offers value for money and is continually improving, designated staff will monitor the:
- ◇ performance of contractors in achieving targets
 - ◇ quality of work carried out by contractors
 - ◇ expenditure against the response repair budget
 - ◇ number of repairs completed within the agreed timescale
 - ◇ number of repairs by appointment
 - ◇ number and results of post inspections
 - ◇ level of customer satisfaction response

- 9.3** The monitoring information will be reported to MHP's Committee of Management on a quarterly basis and to tenants via the Tenant's Newsletter.
- 9.4** This performance information will also form the basis of MHP's Annual Report as required by The Housing (Scotland) Act 2001.