

MAINTENANCE POLICY

1.0 INTRODUCTION

1.1 This policy describes our arrangements for ensuring that all of our properties are well maintained and kept in good and safe repair, to maximise the long term life of each property.

1.2 The objectives of this policy are to:

- comply at all times with all current legal requirements, codes of good practice and guidance from the Scottish Government, Scottish Housing Regulator, Scottish Social Housing Charter, Care Inspectorate and any other relevant agencies or statutory authorities;
- ensure that our maintenance activities support our current business plan and comply with our sustainability, equality & diversity, and asset management plans;
- provide an economic, efficient and effective reactive repairs service, including an out-of-hours emergency service, for all our tenants;
- establish and maintain comprehensive and systematic programmes of cyclical and planned maintenance;
- allocate work only to contractors who are competent, financially sound and who can achieve the standards we require;
- achieve high standards of customer care and satisfaction by monitoring our contractors' performance and enabling tenants to comment on every repair undertaken;
- provide a 'value for money' service by seeking competitive quotes or tenders for all contract work, and/or by developing 'partnering' arrangements with contractors who are able to deliver a high standard of service;
- provide opportunities for tenants to be involved in the decision making process, in accordance with our tenant participation policy and strategy;
- ensure that all of our tenants are given clear information on the division of responsibility for repair and maintenance between ourselves as landlord and themselves as tenants;
- ensure that all internal procedures supporting this policy are clear, comprehensive and available to all staff, enabling a consistent approach to managing, implementing and budgeting all aspects of our repairs and maintenance services.

1.3 This policy complies with Scottish Social Housing Charter.

2.0 AUTHORITY AND CONTROL

2.1 Authority

The Board of Management (Board) is responsible for:

- approving the overall strategy for repairs and maintenance;
- approving the overall budget for repairs and maintenance, as part of the annual budget-setting process;
- monitoring expenditure against budget for reactive repairs, cyclical and planned maintenance.

The Finance Sub-Committee is responsible for:

- monitoring the performance of maintenance services and progress against programmes.

The Finance and Housing Director has delegated authority from the Board, through the Chief Executive, for the implementation of this policy.

The Head of Property Management has delegated authority, through the Finance and Housing Director, for the day-to-day management and administration of the repairs and maintenance service.

2.2 Authorisation of Expenditure

Authority to commit expenditure, within the current approved budget, is delegated to designated members of staff up to the levels specified in the Finance procedure '[Incurring and Authorising Expenditure](#)'. The levels will be reviewed regularly, in particular with regard to the impact of inflation on cost levels.

2.3 Estimates, Quotations and Tenders

The cost levels for each item of work above which an estimate, quotation or tender must be obtained are specified in the policy entitled '[Procurement of Goods and Services](#)'. These levels will be reviewed regularly.

3.0 REACTIVE REPAIRS

3.1 Definition

'Reactive repairs' covers all the routine 'breakdown' repairs to the building fabric or the fixtures and fittings installed by us. Repairs may be reported by a tenant or by someone on their behalf, including members of staff. For further details see the procedure '[Reactive Repairs](#)'.

3.2 Categories

There are three categories of reactive repairs, each with a target maximum response time:
Emergency - 12 hours, Urgent - 3 working days, Routine - 10 working days.

Emergency repairs - 12 hours

These repairs relate to damage that could seriously affect the health, safety or security of tenants, or the security and/or integrity of the building fabric, if the repair is not attended to immediately. They include an out-of-hours service.

Urgent repairs - 3 working days

These are repairs that are not an emergency but at the same time cannot wait to be dealt with as a routine repair.

Routine repairs - 10 working days

All other repairs come into this category.

For examples of the types of repairs in each category, see Appendix 1.

3.3 Landlord & tenant responsibilities

Responsibility for ensuring repairs are carried out is split between ARK as landlord and individual tenants. The Tenancy Agreement and the Tenant's Handbook describe these responsibilities (see Appendix 2 for further details).

3.4 Right to Repair

We comply with the requirements of the statutory 'Right to Repair' scheme in accordance with the Housing (Scotland) Act 2001 and subsequent regulations and guidance.

Information on the scheme is contained in our Tenancy Agreement and Tenant's Handbook, and will also be publicised from time to time in newsletters etc, as well as being available on ARK's Website.

Details of how we operate the scheme are contained in the procedure entitled ['Right to Repair'](#).

3.5 Pre-inspections

When necessary we will inspect a repair to establish the extent of, or the responsibility for the work required, before any orders are issued. We will aim to complete pre-inspections within 5 working days of receiving the initial repair request from the tenant.

Pre-inspections will not normally be required for emergency or urgent repairs but where this is necessary the target response time will start from when the inspection is completed and a works order issued.

3.6 Post inspections

As one of the ways of monitoring the quality and effectiveness of our repairs service we will post inspect every repair costing over £1,000, and a random selection of repairs costing under £1,000. A minimum of 10% of all repairs will be post inspected.

Our inspection arrangements are detailed in the procedure [‘Reactive Repairs’](#).

4.0 RECHARGEABLE REPAIRS

4.1 We will charge the costs of a repair to the tenant where the work is required due to negligence or vandalism by the tenant, a member of their household or a visitor to their property.

The [‘Rechargeable Repairs’](#) procedure details how we will identify and process the charges for such repairs.

5.0 MAJOR REACTIVE REPAIRS

5.1 Definition

‘Major reactive repairs’ refers to any individual repair costing over at least £1,000 that has not been foreseen, and is required to bring a property up to an acceptable standard.

A major repair can be the result of:

- the sudden failure of a building component, such as the partial or total loss of a roof due to storm damage;
- serious damage due to fire or flood;
- a planned maintenance project revealing the need for additional, unforeseen items of work;
- an inspection by an officer of a statutory agency that requires certain improvements to be carried out within a short period of time, for example improvements to fire prevention measures.

For further details of the processes involved, see the procedure entitled [‘Planned Maintenance & Major Repairs’](#).

6.0 CYCLICAL MAINTENANCE

6.1 Definition

‘Cyclical maintenance’ refers to work that is carried out at regular intervals, in some cases to comply with statutory requirements. The activities we include under this heading are:

- **Cyclical painting:** The external painting of windows and doors (or washing of pvc frames), and the internal painting of communal areas in blocks of flats, carried out under a planned programme covering every property over a five year period. The purpose of the programme is to ensure that all painted areas are kept in good condition.
- **Gas heating systems:** The annual inspection and servicing of all gas heating systems installed in our properties.
- **Electrical systems:** The annual safety check of all moveable electrical equipment (white goods etc.) supplied by us, plus the checking of fixed electrical installations

(electrical sockets, wiring etc.) at the required intervals for Community Houses (3 years), offices (5 years) and mainstream properties (5 years).

- **Microwaves:** The annual safety check on microwaves in Community Houses.
- **Water systems:** Regular checks of water tanks and taps in Community Houses, HMOs, and Offices at 3-month, 6-month and annual intervals as specified, for legionella and water temperature.
- **Asbestos:** An annual re-assessment of the risk posed by asbestos in properties, where we have identified from previous surveys that it is present.
- **Fire alarm systems:** The 6-monthly servicing of fire alarm systems in Community Houses, HMOs and in offices.
- **Fire fighting equipment:** The annual inspection and servicing of fire extinguishers and fire blankets in Community Houses and Head Office.
- **Gutters:** The annual clearing and cleaning of external gutters. Where gutters need re-painted, this is covered under the cyclical painting programme.
- **Specialist equipment:** The annual servicing of any items of equipment such as a Parker Bath, which are supplied to meet the particular needs of individuals, where this is our responsibility and not the responsibility of either the individual or another agency.

6.2 For further information see the following procedures:

- [Cyclical Painting](#)
- [Inspection & Servicing of Gas Appliances](#)
- [Electrical Safety Checks](#)
- [Legionella & Water Systems Testing](#)
- [Control of Asbestos](#)
- [Fire Safety Systems and Equipment](#)
- [Specialist Equipment – Servicing](#)

7.0 PLANNED MAINTENANCE

7.1 Definition

'Planned maintenance' refers to the replacement of major elements of a building which have come to the end of their useful life, where the replacement can be predicted and planned for, and where the new items are either of a similar or higher standard.

The purpose of the replacement programme is to obtain full value from our properties by ensuring that the life of each one is maximised, and to contribute to bringing our properties up to the Scottish Housing Quality Standard (SHQS) by the target date of 2015, and Energy Efficiency Standard for Social Housing (ESSH) by the target date of 2020.

The main elements covered by the programme are the replacement of:

SHQS

- external doors and windows
- roofs

- heating systems
- kitchens
- bathroom suites.

EESHH

- RDSAP and SAP Ratings
- Heat Loss Measures
- Efficient Heating System
- Low Energy Lighting

7.2 Process

The current condition of building elements and finishes will be assessed through a system of sample inspections (stock condition surveys) every 3-5 years. The survey results will be incorporated into an ongoing planned maintenance programme which will be broken down into annual sections, for approval as part of the annual budget-setting process.

Funding proposals will be submitted annually as part of the budget-setting process, for approval by the Board. During the year the Board may amend the proposed programme by delaying, or bringing forward, particular items of work, details of which will be set out in the quarterly forecast report.

The survey results will also feed into the 30-year Maintenance Plan, providing estimates of the costs of future maintenance requirements.

For further details of the process for identifying the work required, estimating costs, approving, managing and monitoring the annual programme of works, see the procedure entitled '[Planned Maintenance & Major Repairs](#)'.

8.0 STAGE 3 ADAPTATIONS (MEDICAL ADAPTATIONS)

- 8.1 Subject to funding being available, we will carry out modifications to individual properties, to enable individuals with specific medical conditions to continue to live in them.

Funding may be provided by the Scottish Government, by other funding agencies including private finance sources, or from our own reserves.

Details of the processes involved in identifying the adaptations required, securing funding, arranging for the work to be carried out, and monitoring progress and expenditure are contained in the procedure entitled 'Stage 3 (Medical) Adaptations'.

9.0 HEALTH & SAFETY

- 9.1 In carrying out our maintenance responsibilities we will ensure that we comply with the Health & Safety at Work etc. Act 1974 and with all supporting legislation and statutory regulations etc.

In particular we will ensure that we comply with the following:

- Electricity at Work Regulations 1989
- Gas Safety (Installation and Use) Regulations 1998
- Control of Substances Hazardous to Health Regulations 2002 (for legionella)
- Control of Asbestos Regulations 2012

- Construction (Design and Management) Regulations 2015

10.0 CONSULTANTS, CONTRACTORS & CONTRACTS

10.1 Approved lists

We will maintain approved lists of Consultants and Contractors and will where possible use locally based companies, subject always to performance and 'value for money'.

The performance of Consultants and Contractors will be reviewed either at the conclusion of a specific project, or, in the case of reactive repairs Contractors, on an annual basis. The results of each review shall be kept on file.

For further details see the procedure entitled ['Approved Lists of Consultants & Contractors'](#).

10.2 Partnering

Where we determine that it would be to our benefit to enter into a 'preferred contractor' or a full partnering arrangement with one or more Contractors, we will comply with the principles and practices set out in our policy entitled ['Partnering'](#).

10.3 Tenders

Where we need to issue tenders, we will use one of the following forms of contract:

- cyclical painting documentation;
- our Minor Works Contract (to be used where no quantities are provided, i.e. where there are drawings and a specification only);
- the current Scottish Building Contract (with or without quantities) with Scottish supplement incorporating the JCT standard form.

For further details of the tendering process see the Finance procedure entitled ['Prices, Quotations & Tenders'](#).

11.0 OWNER/OCCUPIERS

11.1 We will consult with all adjacent owner/occupiers who are likely to be affected by any substantial work we plan to our properties, especially where a proposed contract will include work on a shared or mutual area for which an owner is partly responsible and for which they will be liable for part of the costs.

12.0 TENANT PARTICIPATION & FEEDBACK

12.1 Consultation

Whenever possible we will involve the tenants concerned in choices relating to planned works, for example choice of colours or types of kitchen fitments.

We will liaise with the tenants involved regarding the arrangements for carrying out cyclical painting or planned maintenance contracts.

12.2 Tenant satisfaction

We will give tenants the opportunity to comment on the standard of the repairs carried out to their property by sending them a 'satisfaction slip' each time a repair is ordered.

We will conduct surveys following completion of planned maintenance contracts, and will conduct a general survey of all of our tenants on the overall standards of our repairs and maintenance services, normally as part of a wider Tenant Satisfaction Survey undertaken approximately every 3 years.

13.0 COMMENTS AND COMPLAINTS

- 13.1 All comments and complaints regarding our repairs and maintenance services will be dealt with in accordance with our [Complaints policy](#) and the supporting [procedures](#).

14.0 IMPLEMENTATION AND REVIEW

- 14.1 The Head of Property Management is responsible for ensuring that this policy and the procedures that support it are implemented when required.
- 14.2 The Head of Property Management will report on each contractor's performance against current response time's targets as part of the regular reporting arrangements to the Housing & Property Services Sub-Committee.
- 14.3 At the first meeting following the end of the financial year, the Head of Property Management will provide an annual report to the Sub-Committee on the overall performance of Consultants and Contractors.
- 14.4 The Head of Property Management will ensure that the Sub-Committee reviews this policy at least every three years.

4.0

Version:

Approved by SLT	January 2017
Approved by Board of Management	March 2017
Review of policy due by	January 2017
Complies with	Scottish Social Housing

APPENDIX 1

Types of repair & target response times

1. Emergency - 12 hours

- Blocked flue to open fire or boiler
- Blocked or leaking foul drains, soil stacks or toilet pans, where there is no other toilet
- Toilet not flushing, where there is no other toilet in the house
- Blocked sink, bath or basin
- Total loss of electric power (where this is within the property)
- Unsafe power or lighting socket, or electrical fitting
- Loss, or partial loss of gas supply (where this is within the property)
- Loss or partial loss of space or water heating where no alternative heating is available
- Total loss of water supply (where this is within the property)
- Insecure or broken external window (especially ground floor), door or lock
- Significant leaks or flooding from water or heating pipes, tanks, cisterns
- Unsafe access path or step

All the above repairs are covered by the statutory 'Right to Repair' regulations.

2. Urgent - 3 working days

- Partial loss of electric power* (where this is within the property)
- Partial loss of water supply* (where this is within the property)
- Loose or detached banister or hand rail*
- Unsafe timber flooring or stair treads*

*These items are covered by the 'Right to Repair' regulations and are to be completed within 3 working days of being reported or inspected.

3. Routine – 10 working days

All other repairs.

DIVISION OF RESPONSIBILITY FOR REACTIVE REPAIRS

Item	ARK responsible	Tenant responsible	Exceptions
Basins, sinks, baths, toilets, flushing systems & waste pipes, showers, water tanks	X		Tenant responsible if damage due to vandalism or negligence by the tenant, a member of their household or visitor. Showers, only if provided by ARK.
Boundary Walls & Fences	X		
Blocked waste pipes or drains inside the home		X	
Blocked sinks & toilets		X	
Canopies	X		Where not provided by ARK.
Chimneys, chimney stacks & Flues	X		Excludes chimney sweeping.
Communal TV Aerial	X		
Damage caused by leaks from washing machines & dishwashers		X	Unless washing machine provided through furnishing package.
Drains, guttering & external pipes	X		Where blockages are due to tenant negligence.
Doorbell		X	
Door Locks	X		If the tenant has broken or lost the key or if it has been stolen.
Door name plates		X	
Driveways		X	Where part of the pedestrian access to the house, or provided by ARK.
Door entry system	X		Except where internal mechanism has been damaged deliberately or negligently.
Door repairs resulting from forced entry by Police or as a result of lost keys		X	
Electric plugs and fuses		X	
Electric wiring, fireplaces, fitted fires & central heating systems	X		

Item	ARK responsible	Tenant responsible	Exceptions
Floor tiles		X	
Furnishings provided by Ark	X		
Garages	X		If tenant has erected themselves with or without consent
Garden huts/sheds		X	
Greenhouses		X	
Glass – external	X		If damage has been caused by the tenant, a member of their household or visitors to the property.
Internal door handles (incl: drawer handles)		X	
Internal TV aerials		X	
Internal decoration		X	
Internal walls, floors & ceilings, doors, door frames and Internal staircases & landings	X		If damage has been caused by tenant, a member of their household or visitors to the property.
Laminate or other timber flooring		X	Tenants are responsible for lifting and relaying these floor coverings to enable repairs to take place. Tenants must get permission for these flooring types.
Light bulbs, tubes & starter switches		X	
Outside doors, windowsill, window catches, sash cords and window frames including external painting	X		Unless damage caused deliberately or negligently by tenant, a member of their household or visitors to the property.
Pathways, steps & other means of access	X		
Plasterwork	X		Unless damage caused deliberately or negligently by tenant, a member of their household or visitors to the property.
Pest problems		X	
Roof & outside walls	X		
Replacing or fitting tap washers (dripping taps)		X	

Item	ARK responsible	Tenant responsible	Exceptions
Replacing pull cords		X	
Replacing or repairing toilet seats		X	
Replacing plugs or chains for baths and basins		X	
Replacing batteries in Carbon Monoxide or Smoke Detectors		X	
Resetting tripped electrics as a result of faulty electrical goods owned by the tenant		X	
Replacement or additional keys		X	
Servicing of gas and electrics	X		Annual gas servicing & other safety checks as required by regulations
Window handles		X	Unless due to wear and tear
Whirly gigs, washing line poles, pulleys, ropes or clothes lines		X	

Ark are also responsible for making good damage caused by acts of vandalism or criminal activity provided they have been notified to the Police within 24 hours of occurring or as soon as reasonably practical, by the tenant or someone acting on their behalf.

The tenant is responsible for the cost of repairs that are due to negligence or vandalism by the tenant, a member of their household or visitors to the property.

LINKED POLICIES & PROCEDURES

Policies		Procedures	
AM02	Tenant Alterations & Improvements	AM11a	Reactive Repairs
AM03	Partnering	AM13a	Rechargeable Repairs
F02	Procurement of Goods & Services	AM14a	Right to Repair
G12	Complaints	AM15a	Cyclical Painting
HM06	Void Properties	AM16a	Inspection & Servicing of Gas Appliances
HS01	Health & Safety	AM17a	Electrical Safety Checks
HS15	Safety Aspects of Building Maintenance	AM18a	Control of Asbestos
HR04	Equality & Diversity	AM19a	Legionella & Water Temperature Testing
		AM20a	Fire Safety Systems & Equipment Testing
		AM21a	Servicing of Specialist Equipment
		AM22a	Approved Lists of Contractors
		AM23a	Planned Maintenance & Major Repairs
		AM24a	Tenant Alterations & Improvements
		AM25a	Compensation for Tenant Improvements
		AM26a	Landscape Maintenance
		AM29a	Stage 3 (Medical) Adaptations
		F16	Incurring & Authorising Expenditure
		F17	Prices, Quotations & Tenders