



KINGDOM
Group

Reactive Maintenance Policy

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Approved: February 2015
Next Review: July 2019

REACTIVE MAINTENANCE POLICY

1. Statement of Intent

We recognise the importance of implementing efficient and effective repairs and maintenance programmes, and are committed to maintaining our properties to a high standard through regular maintenance.

This policy aims to provide a good customer repairs service and ensure that our properties are well maintained to maximise their life; to provide a good quality home and environment for our tenants, and to protect the investment in our properties.

This policy is primarily intended to cover all tenanted properties owned by us, where we have a responsibility for repairs. It does not apply to other tenures where we may have an interest in the property, or where the maintenance responsibility is with a sharing owner or another party.

The policy covers reactive repairs, including the following:

- Routine Repairs
- Emergency Repairs
- Urgent Repairs
- Change of Tenancy

This policy does not include works related to the Development Programme, which are covered through our Strategy and Development plan, or Planned and Cyclical programmes, or our adaptations works, which are covered under a separate Asset Management Strategy.

Where we lease properties, the relevant works will be undertaken in accordance with the terms of the lease and this policy may not necessarily apply.

We are committed to sustainable development and will recognise sustainability aims and principles when implementing this policy. This will include, wherever possible, the use of sustainable materials, products and specification, which will maintain our properties to a high standard of energy efficiency.

We are committed to the principles of good corporate governance and sustainability and will endeavour to develop fair and consistent policies, procedures and practices.

In line with our commitment to equality and diversity, this policy can be made available in a variety of formats, including large print, translated into another language or other media. We will make any reasonable adjustments to assist you if you have a disability.

2. Definitions

Reactive Maintenance is day-to-day repairs which are split into categories based on the urgency of the repair. The key categories are work of an emergency nature, urgent work and routine works which cannot be left to the next cycle of programmed or planned maintenance, without posing a threat to the safety, health or security of the tenant, the deterioration of the building or the



landlord's repair obligations. Day-to-day repairs are mostly reported by tenants or arise from re-lets and inspections carried out by us. They are essentially reactive repairs and curative.

Emergency Repairs covers any situation where works are required to make a property safe, where there is a safety risk to the tenant or members of the public.

Urgent Repairs are works which are not classed as emergencies but which would cause a high degree of inconvenience to the tenant, but where there is no immediate threat to health, safety or the security of the property.

Routine Repairs are works identified as not being urgent and not causing any immediate danger to the tenant or the public.

Change of Tenancy works are the repairs and maintenance works carried out to our void properties to reinstate the property to a lettable standard.

Defects are faults occurring with a new building or a major repair or renovation project within the defects liability period of the completed project. This period is generally 1 year but for smaller projects maybe less. These faults are generally due to material failures or workmanship issues or other issues within the control of the contractor or developer that must be put right by them at no additional cost. The full definition of a defect will be found in the conditions of contract for the relevant project.

3. General Principles

To provide a reactive maintenance service and undertake repairs works in a professional and cost effective manner.

To provide a prompt, efficient and effective service which is also sympathetic to the customer's needs.

To ensure compliance with all relevant legislation and regulations, and to maintain our stock in accordance with the landlord responsibilities set out in the tenancy agreements.

To maintain our properties in a good, lettable standard at all times and to minimise void periods, to optimise rental income and make properties available for let as early as possible.

To clearly define the levels and standards of service for the reactive maintenance function.

To ensure that the works carried out through this policy are undertaken effectively and efficiently, in compliance with recognised good practice.

To undertake regular inspections and maintain updated maintenance records for all our properties.

To exercise tenant and resident consultation, encouraging them to monitor the service and provide constructive feedback.



To have in place an effective monitoring system of both staff and contractor's performance taking into account tenant and resident feedback.

To have appropriate procedures in place to ensure the aims of this policy are implemented.

To report regularly to the Committee of Management on performance, costs and other relevant issues.

Where other owners' properties are part of a project covered by this policy, we will apply procedures to recover all other owners' costs as part of the contract. These procedures will be in accordance with our Recovery of Other Occupiers Costs Policy Statement.

4. Response Times

When a tenant reports a repair they will be advised of the category the repair falls into, which will determine the timescale for the completion of the repair. The tenant will be advised of the last expected date for the completion of the reported repair. The tenant will be requested to contact the Property Services Section if the repair has not been completed by the stated date and we will then actively pursue the completion of the repair.

The following identifies the target response times for the various repairs categories. For emergencies the timescale is from the time of reporting the repair, for all other categories the timescales are from the first working day after the repair is reported.

- **Emergency** - Attend within 4 hours and repair or make safe.
- **Urgent** – up to 3 full working days after the reported date.
- **Routine (1)** - up to 10 full working days after the reported date, for normal routine repairs.
- **Routine (2)** - up to 20 full working days after the reported date, for less urgent routine repairs or for non urgent external works.
- **Change of Tenancy** – up to 14 full working days after the issued date.
- **Additional Timescale for Pre-Inspection of Repairs where required** – up to 3 full working Days, see 4.7 and 5 below.

In accordance with our approach to continuous improvement the above response times will be reviewed on an annual basis.

The category into which a repair is categorised will be solely determined by us based on the type of work required and the effect the problem is having on the occupants and the property.

Delays and exemptions to the above timescales may occur in circumstances outwith our control or the control of our contractors, such as extreme weather or non-availability of parts and materials, or where the extent of the work is so large that the timescale cannot realistically be achieved. In such cases the response time will be extended to allow for these events. Affected tenants will be notified of any delays or extensions to target timescales as soon as possible.

Flexibility may also be introduced in respect of the above categorisation of work or the timescales, particularly in the case of vulnerable tenants with individual needs. In such cases repairs may be



classified with a more urgent timescale or the target timescales for the particular repair may be reduced. The decision to apply this flexibility will be at our discretion.

Where the nature of the repair cannot be ascertained from the information available or where other factors require it a pre-inspection will be carried out (see 5 below). If this is required then the target timescale for the work will be extended by the pre-inspection target response time shown above.

5. Pre & Post Inspections

Pre-inspections will be carried out where the following criteria applies:

- Where there is insufficient information to adequately issue a repairs order directly.
- For complex issues to assess the most effective and economic repair required.
- If there is previous history of the same problem being reported.
- Where there is a suspicion of misuse, tenant damage or malicious damage.
- Repairs which may result in an insurance claim.
- Where information is required in advance of type or quantities of parts or materials to allow them to be ordered or obtained prior to the work going ahead

Post-inspections will be carried out to check the quality of work and performance of the operatives or contractor who carried out this work to ensure compliance with our specifications.

- 10% of all reactive repairs will be post inspected.
- All reactive repair work with a value of £750 or more or Change of Tenancy work over £1,000 will also be post inspected.

6. Change of Tenancies

Void properties will be subject to the following:

Pre-termination inspections will be carried out jointly by us and the tenant where possible.

Where no notice has been given by the out going tenant, the pre-termination inspection will be done as part of the normal void inspection. We will inspect all void properties in accordance with our Change of Tenancy procedures.

The tenant will be responsible for clearing out the property completely. Any costs incurred by us for clearing out will be recharged to the tenant.

The tenant will also be responsible for rectifying any damage that is their responsibility under the tenancy agreement and any alterations which have not been approved by us or are found to be sub-standard. Any costs incurred by us for rectifying damage or alterations will be recharged to the tenant.



As part of the voids process we will:

- Complete all repairs that are our responsibility as landlords - including gas and electrical safety checks.
- Complete all repairs that are necessary to bring the property up to our lettable standard.
- Obtain and provide to prospective tenants an Energy Performance Certificate, the completed certificate will also be displayed in the property.
- Ensure that former tenants are recharged for repairs that are necessary to enable the property to be re-let.
- Provide a decoration allowance where necessary in accordance with our Decoration Allowance procedure.
- Secure vacant property to prevent damage by vandalism and prevent unauthorised access.

There may be some minor outstanding repairs at the time the property is allocated. Where this is the case the tenant will be advised of the outstanding repairs and access arrangements will be agreed for completion of the works.

7. Rechargeable Repairs

The tenant's and landlord's obligations regarding repairs are stated in the Tenancy Agreement.

We can carry out repairs deemed to be a tenant's responsibility; however the cost of the work will be recharged to the tenant. The tenant will be advised that they will be recharged, and the likely cost of the repair.

We will allow tenants to make arrangements to repay rechargeable repairs over a period of time. This agreement will be made prior to any work being undertaken, where possible.

If any tenant subsequently fails to repay any outstanding debt, we will pursue the debt, in accordance with our Rechargeable Repairs and Debt Recovery procedures.

Should tenants refuse to pay outstanding rechargeable repairs we may refuse to carry out routine, non-urgent or non-essential repairs to their property until such time as they agree to pay any outstanding repair debts.

8. Repairs for Sharing Owners and Owner Occupiers

In normal circumstances sharing owners and owner occupiers are responsible for arranging and financing their own repairs. In the case of flatted developments and in particular common repairs where we have been appointed factors for the scheme we will arrange for the common repairs to be carried out by our own contractors and recharge for the works as detailed in the Written Statement of Services for the scheme concerned.

We will pursue any sharing owners and owner occupiers who fail to repay any outstanding debt, in accordance with our Factoring Debt Recovery policy and procedures.



9. Defects

Where possible defects will be treated in the same way as reactive repairs and will follow the response times within section 4 above. These timescales will be written into all contractual arrangements with our building contractors and developers where appropriate.

Due to the nature of defects and the fact that they are a contractual liability there are clear procedures and contractual principles that must be applied to ensure liability is maintained. These procedures will include set timescales and notice periods for contractors and developers where problems are encountered. These periods will inevitably increase the timescales for completion of the defects; therefore, the timescales in section 4 above will not apply in these cases. We will however ensure that the additional time taken is minimised, within the constrictions of the contract requirements, and the defects will be completed as soon as possible.

Defects will be processed in accordance with our Defects Policy.

In the case of emergency defects, the contracts will allow us to undertake emergency work without giving prior notice to the contractor or developer, as soon as it becomes apparent that they have failed to meet the set timescales for emergency repairs.

10. Resident's Alterations

Any resident who wishes to make alterations to the property that they occupy must obtain written permission from us and all Statutory Authorities, if applicable, before any work commences.

Our permission will not normally be withheld provided the following conditions are met: -

- We are satisfied that any proposed improvement will meet relevant standards of safety and workmanship.
- All necessary warrants and consents are obtained, including Planning Permissions, Building Warrants etc.
- Electrical Regulations and any other relevant regulations are fully complied with and certification is provided where appropriate.
- The alterations will not result in any unreasonable maintenance expenditure for us.
- The work will not detract from the future let ability of the property.
- The alterations will not adversely affect neighbouring tenants or residents.

Where the proposed alterations are deemed to be an improvement as defined in the Scottish Secured Tenants (Compensation for Improvements) Regulations, the tenant may be entitled to compensation under these regulations if their tenancy ends before the end of the notional life of the improvement.

Compensation can be claimed by the tenant in the period starting 28 days before and ending 21 days after the tenancy comes to an end.

Compensation will be calculated using the formula in the current regulations and taking into account any set offs for any monies due to us, where appropriate.



11. Right to Repair Scheme

The Right to Repair Scheme will comply with the Scottish Secure Tenants (Right to Repair) Regulations. This therefore applies to social rented tenancies and not to mid market rent tenancies.

When a tenant notifies us of a repair which is a “qualifying repair”, as detailed in the regulations, they will be informed that the repair is a qualifying repair and what this means, as detailed in our Right to Repair Procedure.

Where the maximum period for the repair cannot be achieved due to matters beyond our control the maximum period is suspended until the matter is resolved. The tenant will be notified of any suspension of the maximum period.

If the repair is not completed on time and the failure is due to a problem caused by us or our contractor, then compensation will be paid to the tenant, as per the amounts required by the Regulations.

12. Performance Monitoring

To ensure that the reactive maintenance service offers value for money and is continually improved, we will manage and monitor the following:

- Our performance and the performance of our contractors in achieving targets.
- Maintenance costs, in respect of value for money.
- The expenditure of the maintenance budgets.
- The quality of the works carried out.
- The tenant’s satisfaction with the service provided.

Performance management and monitoring reports will be reviewed monthly and will be reported to our Management Committee or Board as part of the agreed reporting cycle.

Tenant feedback on the quality and standard of the repairs service will be encouraged through Tenant Satisfaction Survey questionnaires. Where possible survey forms will be left with tenants by the operative or contractor carrying out the work to allow them to provide feedback on the work done and the processes followed.

13. Funding

The reactive maintenance works will be funded through the rental income and service charges.

14. Health and Safety & Insurance

Approved contractors must have either their own policy in place relating to health and safety or agree to adopt our policy. Where a contractor’s existing policy fails to meet our policy requirements, they will be requested to adopt our policy.



Contractors are expected to inform us immediately of any incident which constitutes a breach of health and safety regulations

Contractors must maintain an adequate level of public liability and employers insurance and provide us with the relevant up to date documentation.

Contractors employed by us are responsible for any damage caused whilst working in a property.

We will maintain appropriate buildings insurance for our properties.

We do not insure home contents; this is the tenants' responsibility.

15. Role of Development and Property Services Department

Lead responsibility for the implementation of this policy rests with the Development and Property Services Department.

The Property Services staff will be responsible for the following:

- To develop and monitor procedures for the implementation of this policy.
- To monitor the effectiveness of the policy and produce reports for the Committee of Management.
- To implement effective liaison with other departments, to achieve high levels of customer service.
- To update programmes and provide the Finance section with the necessary information for financial planning and budgeting.
- To undertake regular pre and post completion inspections.
- To maintain accurate stock, maintenance and expenditure records.
- To procure works cost effectively and in accordance with our procurement policy and procedures.

16. Complaints

If the tenant is unhappy with any aspect of the reactive maintenance service, a complaint can be made in accordance with our "Complaints, Comments and Compensation Policy Statement in order to have their concerns investigated.

17. Monitoring and Review

This policy will be reviewed 5 years from the date of implementation, latest review date, or any change in legislation, which will be the date the policy is approved by the Committee of Management/Board of Directors, or earlier if deemed appropriate. In the event that this policy is not reviewed within the above timescale, the latest approved policy will continue to apply.

In reviewing the policy, feedback from customers about their satisfaction with the quality and effectiveness of repairs service will be taken into account.



KINGDOM HOUSING GROUP

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This policy has been prepared in accordance with the Plain English principles and has been reviewed by a Plain English Champion in the reviewing Department: Yes / No

Policy drawn up with reference to:

- The Scottish Secure Tenants (Compensation for Improvements) Regulations
- The Housing (Scotland) Act 2010
- The Scottish Secure Tenants (Right to Repair) Regulations
- The Gas Safety (Installation and Use) Regulations 1998
- Control of Asbestos Regulations 2012
- Electricity at Work Regulations 1989
- IEE Wiring Regulations 17th Edition
- Management of Health and Safety at Work Regulations 1999
- Provision and Use of Work Equipment Regulations 1998

The regulations will be also recognised as part of the development and implementation of the relevant procedures and when contracts are awarded.

Reference made to the following sources and other guidance:

- Scottish Housing Regulator's Charter Outcomes and Standards
- Outcome and Standards 2 Communication; 3 Participation; 4 Quality of Housing; 5 Repairs, maintenance and improvements; 13 Value for Money

Prepared by: Alan Simpson; Property Services Manager

Previous Policy: This policy supersedes the previous Reactive Maintenance Policy; June 2009

Review Process:

Draft 1 - circulated to Property Services and Development Staff for comment 15-23 May 2014

Draft 2 - circulated to Directors Group, Managers for comment 19–25 May 2014

Sub Committee Review of Policy on 17 June 2014

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