



# **MAINTENANCE POLICY**

**May 2024**

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## **1. Mission Statement**

- 1.1 Spire View Housing Association shall provide a maintenance service that satisfies the expectations of its tenants. This service shall be tenant focussed, responsive, efficient, reliable, cost effective and of the highest quality.
- 1.2 Funding for the maintenance services shall be sufficient to ensure that the Maintenance Policy is sustainable in all its objectives.
- 1.3 The management of maintenance services and all operational activities shall comply with all Statutory and Local Authority requirements.
- 1.4 The Maintenance Policy shall be in accordance with all Regulatory requirements

## **2. Statutory Compliance**

- 2.1 The Association shall ensure the Maintenance Policy and activities comply with all statutory and Local Authority requirements including all Health and Safety at Work Legislation, Local Authority Planning Requirements and Local Authority Building Warrant requirements.
- 2.2 Statutory requirements the Association shall comply with all current legislation and guidance.
- 2.3 The Association shall subscribe to the EVH/ACS Landlord Safety Manual. This will ensure that staff are provided with regular legislative and guidance updates and that policies and procedures are audited every 2 years to ensure compliance.

## **3.0 Funding**

- 3.1 The Association shall facilitate the provision of adequate financial resources as appropriate for the delivery of quality, effective maintenance services.
- 3.2 Funding shall be reviewed annually by the Management Committee in anticipation of maintenance requirements as part of the annual budget setting process.
- 3.3 The source of funding shall normally be from the association's rental stream.
- 3.4 Funding shall be divided into the following categories:
  - Reactive Maintenance Repairs: Day to day routine maintenance including emergency, urgent, routine and programmed repairs.
  - Cyclical Repairs and Maintenance
  - Planned Maintenance
- 3.5 Benchmarking exercises shall be used to compare the Association's maintenance costs with those of similar organisations.

#### **4. Financial Control**

- 4.1 Expenditure on maintenance activities shall be assessed and reviewed monthly.
- 4.2 **There shall be** Delegated Authorities and defined levels of expenditure contained within the Association's Financial Regulations that can be approved by appropriate members of staff without immediate referral to the Management Committee. All staff involved in the maintenance activity shall ensure compliance with these regulations.
- 4.3 All expenditure shall be made in accordance with the Associations objectives of ensuring value for money.
- 4.4 To support Financial Control objectives the Associations formal ordering procedure shall be followed and adhered to by all the Associations employees.
- 4.5 To support Financial Control objectives the Associations formal Invoice Processing Procedure shall be followed and adhered to by all of the Associations employees.
- 4.6 All payments with respect to invoices shall be approved by the Maintenance Officer / Manager and authorised by the Director/Depute Director.

#### **5. Ordering Procedure**

- 5.1 The ordering of all goods and services for maintenance purposes shall be in accordance with the policy for instructing repairs and awarding maintenance contracts.
- 5.2 There are three different types of maintenance service and each may be ordered by Association staff as indicated below.
- a. Reactive Maintenance Repairs (including Right to Repair categories) may be ordered by the association employees as circumstances require. In all instances the placing of orders shall be in accordance with the association's policy for instructing repairs and awarding maintenance contracts as well as with full regard for the defined Conditions of Contract and Control of Contractors requirements.
- b. Cyclical Maintenance shall normally be ordered by the Maintenance Officer / Maintenance Assistant but this function may be delegated to others acting on the advice of the Maintenance Officer / Maintenance Assistant.
- c. The Director / Depute Director / Maintenance Officer shall order planned maintenance. Formal procurement Procedures shall be followed as required.

#### **6. Reactive Maintenance and Repairs Categories**

Reactive Repairs may be categorised as follows

**6.1 Emergency Repairs**

Repairs in this category shall be those that may present a risk to health and safety or are required to prevent serious damage to property or services.

Examples include gas leaks; burst water pipes, complete power failures, loss of water supplies and roof damage.

An emergency repair may be re-graded to another category after initial repair action.

A response time for emergency repairs shall be as soon as reasonably practical but not more than 4 hours.

**6.2 Right to Repair**

Incidences will be identified separately, in line with the Association's Right to Repair Policy.

**6.3 Urgent Repairs**

Repairs in this category shall be those, which may cause significant inconvenience to tenant or may cause deterioration of property.

Examples include defective heating systems, ventilation systems or power failure to electrical sockets.

A response time for urgent repairs shall be within 24 hours.

**6.4 Routine Repairs**

Repairs in this category are those out with the emergency and urgent definitions and which can wait a short time before being dealt with.

Examples include damaged drawers in kitchen units, dripping taps, and damaged plasterwork.

A response time for standard repairs shall be 5 working days.

**6.5 On Order or Specialist Repairs**

This category of repair includes those that require a timetable to be compiled relating to materials and parts availability, manufacturing time and labour availability as well as those repairs which are more specialist or complex.

Examples may be the manufacture of a replacement window unit or a situation which requires detailed investigation.

For programmed repairs contractors and suppliers shall be held to expedite the provision of the required services as quickly as possible.

The target time for the completion of on order works shall be within 20 days. Specialist repairs target will be within 30 days.

## **6.6 Void Repairs**

This category of repairs refers to the works required during the void period, to ensure the property meets the Association's void letting standard and complies with the Landlord's obligations.

Examples may be changing of locks, repairs to fixtures and fittings, window locks etc. It will also include the void gas safety inspection and electrical check as well as any other repairs required to bring the properties up to the Association's Lettable Standard as outlined in the Void Policy.

## **6.7 Right First Time**

In addition to repairs being placed into one of the categories highlighted above, the Association will record whether repairs have been deemed to have been completed Right First Time (excluding emergency and complex repairs) in line with criteria set in the Scottish Social Housing Charter Indicator.

It will be the responsibility of those dealing with the raising of repair lines and completion of same to ensure that it has been considered whether the repair is deemed Right First Time or not and this assessment shall be made by considering whether the criteria set in the Scottish Social Housing Charter has been met.

This information will be recorded in the repairs module of our IT system and this will be capable of providing reports to monitor performance in this regard and provide the necessary information for the Annual Return to the Charter.

Where a repair is deemed to have NOT been Right First Time, repairs staff will be responsible for liaising with the responsible Contractor and arranging a recall visit.

If Contractors are continually failing to meet this requirement, this will be reported to the Management Committee and it is likely that they will not be issued any further work by the Association.

## **7. Cyclical / Planned Maintenance Systems**

**7.1** The objectives of the Associations Cyclical / Planned Programmes are:

- a. To ensure cyclical maintenance relating to annual gas servicing, electrical safety checks and other essential maintenance tasks are properly managed, executed and recorded within the defined time scales.
- b. To take account of the Associations properties, building fabrics, services and fittings deteriorating due to age, projected life spans, and built in redundancy. Having identified these criteria, the Planned Maintenance Programme will predict costs likely to be incurred and schedule maintenance programmes.

- 7.2 The Association will conduct a Stock Condition Survey every 3 years and the data collected from this will be used to develop the Association's future Investment Strategy and the financial projections for the next 30 years.
- 7.3 A 3 year Investment Plan will be presented to Committee for approval, and this will also be publicised on the Association's website and in relevant publications (e.g. Newsletter/Annual Report)
- 7.4 The Investment Strategy will be reviewed annually (or sooner if required) and presented to Committee for ratification and approval of any proposed changes.
- 7.5 Investment Strategy reviews will be conducted alongside reviews of the 30 year financial projections. The Depute Director/Finance Manager will agree the financial viability of the Investment Strategy prior to presentation to Committee for approval.
- 7.6 The Association's Asset Management Strategy outlines the process for all of the above in detail.

## **8. Contractors Defects and Latent Defects Liabilities**

- 8.1 The Association shall pursue all Contractors and Design Teams to ensure they fulfil their obligations with respect to Defects and Latent Defects for which they are liable.
- 8.2 Contract Retention monies shall be withheld, within the Legal Framework, until all defects and remedial works have been completed.
- 8.3 The association shall instruct Design Teams to ensure that adequate provision is made for the proper supervision of all contracts works, and for specifications to be detailed to the point that only works of the highest quality are expected from contractors.
- 8.4 The Association expects Design Teams and Contractors to carry out remedial works within reasonable time scales, but unless exceptional circumstances exist within a 30 day period after they have been informed of the problems.
- 8.5 The association shall reserve the right to have remedial works carried out by independent contractors in the event that the original contractor fails to complete the works with the required time scales. Any costs incurred shall be deducted from retention sums.

## **9. Contractor Selection**

- 9.1 Contractor selection will be made in line with the Association's policy in relation to procurement and our financial regulations.
- 9.2 Contractors who wish to carry out work for the Association will be required to complete a contractor's pack which will ask for comprehensive details about the company. This information shall enable the Association to evaluate the

contractor's company and its suitability for employment by the Association. This will also allow the Association to ensure the use of good quality Contractors whilst maintaining value for money.

In line with the Association's Entitlements, Payments and Benefits Policy, no contractor or company may be used if any Director or Manager of that organisation is a relative of any staff or Committee members of the Association unless in exceptional circumstances and all matters are evidenced and recorded in appropriate registers in line with the EPB policy

## **10. Conditions of Contract**

- 10.1** A formal contract shall exist between contractors and the Association. This will be referred to as the Conditions of Contract and is available under separate cover.
- 10.3** For larger works the Standard Form of Conditions of Contract (JCT) shall be used in its full or reduced form i.e Scottish Minor Works. The value of the works to be awarded will be considered in line with threshold values as outlined by the Association's Procurement Policy and as set by Public Contracts Scotland and works will be advertised as appropriate and in line with the guidance for both.
- 10.4** Contract documents shall include a detailed technical specification.
- 10.5** Changes to original contract job descriptions in either detail or extent must be agreed with the Association and cost variations agreed (in writing for tendered works) before execution.

## **11. Rechargeable Repairs**

Rechargeable repairs shall be dealt with in accordance with the association rechargeable repairs policy and procedures.

## **12. Insurance**

- 12.1** The Association shall ensure that all its assets, properties and services are adequately covered by insurance policies to cover all eventualities.
- 12.2** Property and services shall be insured for a sum not less than the costs that would be incurred should a total, as new, re-build be necessary.
- 12.3** Insurance policies shall include for Public Liability and Third Party cover.
- 12.4** Repair or incidents that may be the subject of an insurance claim shall be notified to the Associations insurers' as soon as possible giving notice of a possible claim.
- 12.5** The Associations Maintenance Officer shall ensure that where appropriate all repair costs that may be chargeable to the insurers are notified to the insurers as soon as possible.



- 12.6 The Association shall fully co-operate with the insurers with regard to inspections, procedures, costing works, tendering or any other requirements of the Insurance Policy conditions.

### **13. Equality and Diversity**

- 13.1 This policy has been prepared in line with our Equalities and Human Rights Policy and if applicable, an Equalities Impact Assessment will be conducted at the time of each review.
- 13.2 The Association shall ensure all contractors have a similar policy in place or they subscribe to the Associations policy and philosophy.

### **14. Association Responsibilities**

- 14.1 The Associations responsibilities are as defined in the Tenancy Agreement with further details provided in the Associations Tenants' Handbook.
- 14.2 The Associations responsibilities include the provision of properly managed maintenance services that ensure the properties and grounds are maintained to high quality standards and to ensure the tenants live in a safe and appropriate environment.
- 14.3 The Association shall provide a responsive maintenance service focused on the tenant's needs.
- 14.4 An ongoing satisfaction survey will be carried out in relation to maintenance services, in order to continuously gauge the views of our customers and the results will be reported to the Management Committee, service users and the Scottish Housing Regulator, via the Annual Return to the Charter, as outlined in the Association's Tenant Satisfaction Survey for Repairs policy.

### **15. Tenant Responsibilities**

- 15.1 Tenant responsibilities are as detailed in the Tenancy Agreement with further details provided in the Associations Tenants' Handbook.
- 15.2 The tenant shall co-operate with the Association in providing access for maintenance works.
- 15.3 As set out separately in the Association's Rechargeable Repairs Policy, in relation to Planned Maintenance, for works to be progressed, tenants must have tenancy debt (arrears, legals and recharges) of no more than £300. In addition, tenants must have established and maintained an arrangement for 6 months continuously.

### **16. Emergencies**

- 16.1 The Association shall make full provision for emergency repairs to be attended to both within and out with normal working hours.

**16.2** Emergencies may include the following

- a. Fire
- b. Gas Escape
- c. Flood
- d. Power Failure
- e. Break-ins.

**16.3** Out with normal working hours tenants shall have a phone number they can contact in order to receive the necessary service.

**16.4** The Associations Maintenance Officer shall assess all emergency works after they have been carried out.

**17. Owner Occupiers**

**17.1** The Association shall act as Factors for owner occupiers as detailed in the Written Statement of Services.

**17.2** The Association shall inform owner occupiers of all matters relating to property maintenance that may affect their property.

**17.3** Owner occupiers shall be notified in advance of all planned maintenance works costs that will require them to contribute to.

In emergencies and other unforeseen circumstances this may not always be possible but after such events owner occupiers shall be advised of the works carried out and the costs.

**17.4** If required within the Conditions of either the Title or Written Statement of Services, a voting process will be conducted in relation to planned maintenance works.

**17.5** Where owners vote against planned maintenance works progressing, but the Association has the legal right to continue to progress these works, The Management Committee will be provided with appropriate legal advice and details on the cost exposure as part of the decision making process to progress contract works.

**17.6** Relevant legal advice will be taken at all stages and where a decision is taken to progress contract works, steps will also be taken to protect the Association's financial risk e.g. by placing Notices of Potential Liability on owner occupied properties.

**17.7** Owners will be given a period of no more than 12 months to pay for planned maintenance works that are progressed. Failure to make payment within that time period will result in due legal process being undertaken.

## **18. Gas Safety**

- 18.1 The Association shall have in place a Gas Safety Policy and Procedure which complies with all current Gas Safety Regulations, Codes of Practice and related Statutory Instruments.
- 18.2 Before a new tenancy commences, the Association shall have a gas safety check carried out and any remedial action required undertaken.

## **19. Electrical Services**

- 19.1 The Association shall have in place an Electrical Safety Policy and Procedure which complies with all current Electrical Safety Regulations, Codes of Practice and related Statutory Instruments.
- 19.2 Before a new tenancy commences, the Association shall have an electrical safety test carried out and any remedial action required undertaken.
- 19.3 In the event of water ingress into electrical services the Association shall arrange for the appropriate electrical safety checks and any remedial action taken.
- 19.4 The Association shall not be responsible for the inspection and testing of tenant's electrical appliances and equipment, unless provided by the Association as part of their tenancy.

## **20. Reports**

- 20.1 The Management Committee will be provided with information in relation to maintenance performance via the Business Plan/KPI reporting process. Monthly reports in relation to Planned and Cyclical Maintenance programmes will also be provided.
- 20.2 The reports shall be evaluated and where necessary appropriate action taken to ensure the required maintenance objectives is achieved.

## **21. Sustainability Policy**

The Association will ensure that all maintenance decisions take account of the aims and objectives of the Association's Sustainability Policy.

## **22. Alternative Formats**

As with all the association's policies and procedures, this document can be made in full and in part on tape, larger print, in braille and in translation into most other languages

