



Cloch Housing Association

Policy Name	Reactive Repairs
Policy Category	PS
Policy Number	022
Date Adopted	01/04/07
Last Review	03/10/17
This Review	25/05/21
Next Review	October 2024
Equalities Impact Assessment Required	Yes
Link to other policies	Void Management, Rechargeable Repairs, Gas Maintenance, Factoring & Management Fees, Procurement, Financial Regulations, Equalities & Diversity, Data Protection.
Consultation	Internal and External
Need for Procedure	

- 1.1 This policy covers 'day to day' repairs which are carried out as the need arises and recognises the importance to tenants and owners of providing a high quality reactive repairs service. The Reactive Repairs Policy should be read in conjunction:
- Financial Regulations
 - Customer Care Policy
 - Disaster Recovery Policy
 - Equalities & Diversity Policy
 - Customer Engagement Strategy
 - Procurement Strategy
- 1.2 The reactive repairs service is delivered to tenants of Cloch. Also it relates to our factored owners, in relation to common repairs covered under the terms of the Factoring Policy.
- 1.3 This policy is most closely linked with the Scottish Social Housing Charter Outcome 5, although other outcomes have a bearing on the way the repairs service is delivered.

Outcome 5: Repairs, maintenance and improvements

Social landlords manage their businesses so that:

tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choices about when work is done. This outcome describes how landlords should meet their statutory duties on repairs and provide repairs, maintenance and improvement services that safeguard the value of their assets and take account of the wishes and preferences of their tenants. This could include setting repair priorities and timescales; setting repair standards such as getting repairs done right, on time, first time; and assessing tenant satisfaction with the quality of the services they receive.

- 1.4 This policy outlines the roles and responsibilities of the Association in procuring and providing a customer focussed repairs service whilst also delivering a quality, value for money service to all tenants and owners. The policy shall also:
- Explain how the Association will meet our legislative duties;
 - Demonstrate our compliance to meeting the Scottish Social Housing Charter standards and outcomes;
 - Highlight the responsibilities of tenants and owners;
 - Detail the Association's repair response timescales;
 - Explain how repairs will be administered;

- Outline how our appointment system works for all Non – Emergency repairs;
- Explain how we make it easy for customers to report repairs and how we will maintain good communication with customers at all stages of a repair;
- Show how the service provided follows our Core Values;
- Set out how we will deliver a high quality service to customers;
- Outline how we use information provided by customers and obtained from the service delivery of the reactive repairs service to contribute to setting priorities for the planned and cyclical repairs programme;
- Detail how we will procure and monitor performance of contractors in a way that maximises value for money spent on reactive repairs and within available budgets;
- Describe how Cloch will ensure the service is flexible enough to be sensitive to the individual needs of customers when this is required;
- Set out how we minimise void repair periods and maximise rental income;
- Outline how Cloch will maximise the useful life of our stock and their major components;
- Layout the legally correct practice at all times through the course of our business.

2.0 Legislation and Regulation

2.1 The policy will comply with a wide range of legislative and regulatory requirements including:

- Housing (Scotland) Act 2001
- The Scottish Secure Tenants (Right to Repair) Regulations 2002
- The Scottish Secure Tenants (Compensation for Improvements) Regulations 2002
- Environmental protection Act 1990
- Equality Act 2010
- Building Scotland Act 2003
- Tenements (Scotland) Act 2004
- Property Factors (Scotland) Act 2011
- The Construction (Design and Management) Regulations 2015
- Gas Safety (Installation and Use) Regulations 1998
- The Electrical (Safety) Regulations 1994
- The Control of Asbestos at Work Regulations 2012
- The Housing Regulator: Scottish Social Housing Charter
- Procurement Reform (Scotland) Act 2014
- Public Contracts (Scotland) Regulations 2015

3.0 Reactive Repairs Service and Customer Service Standards

3.1 The Property Services Team, in conjunction with the Customer Services Team, is responsible for delivering the reactive repairs service to our customers, including the provision of a common repairs service for our factored owners. This reactive repairs work is contracted out. When a repair is reported or identified, the Association's staff member will consider:

- Is it a reactive and / or common repair? (For example, if it is a request for a medical adaptation or should it be treated as a planned or cyclical repair, it would be dealt with under another policy).
- Is it within the Association's repairs responsibilities?
- How urgent is the repair in line with the Association's categories for repair urgency?

3.2 The Association will ensure that customers can use a variety of effective methods in which to report and confirm access for repairs during and outwith office hours. In the case of an emergency outwith office hours, the Association will ensure that the customer can report the repair direct to an appropriate contractor or call handling agent.

3.3 Data Protection

The Association will ensure that this Policy will comply with the legislative requirements as detailed in our Data Protection Policy and our Privacy Notice.

3.4 Repair Categories

3.4.1 Emergency Repairs – Attendance and “make safe” within 4 Hours.

An emergency repair is where there is a risk to safety, danger to health, to prevent serious damage to the property or a loss of an essential service. Emergency repairs may be carried out as 'emergency call outs' outwith office hours. It is required that the contractor will attend to remove or make safe the emergency nature of the repair at the initial visit which may be outwith office hours. Full completion of the repair may be possible during the initial visit, or at a subsequent visit, and under a different repairs category (i.e. as an urgent or routine repair).

3.4.2 Urgent Repairs – Completion within 2 Working Days

These are repairs which may seriously affect the comfort or convenience of the tenant, or cause a substantial risk of damage to the property.

3.4.3 Routine Repairs – Completion within 10 Working Days

These are repairs which do not materially interfere with the comfort or convenience of the tenant or risk damage to the property and can be carried out over a longer timescale.

3.4.4 **Void Repairs**

Instructed repairs will have expected completions on the following categories:

- Category 1: Completion within 24 hours
- Category 2: Completion within 3 working days
- Category 3: Completion within 7 working days
- Category 4: Completion on agreement subject to works required.

Listed management and processes are detailed separately in the Void Management Policy.

3.4.5 **Right to Repair**

- Right to Repair 1: Completion within 24 hours.
- Right to Repair 3: Completion within 3 working days.
- Right to Repair 7: Completion within 7 working days.

This is a statutory requirement that the association abides by. These “qualifying repairs” will be categorised as Right to Repair with a response time applied relevant to the job category. The Association may apply a shorter response time in accordance with our reactive repairs detailed at 3.4. When calculating whether compensation may be payable, the statutory response times will be applied. When reporting repairs tenants will be informed if the repair falls under the Right to Repair Category. Further information on tenant’s rights and Landlord responsibilities are available on request and contained in the tenant handbook and the Cloch website

3.4.6 **Right First Time**

The Association is required to record and report annually within the Annual Return to the Charter on the percentage of reactive repairs carried out in that year that were completed right first time. The definitions which determine when a repair can be categorised as being “right first time” or when exemptions apply can be found in the tenants handbook which available on the Cloch website.

3.4.7 **New Build Repairs**

The Association will also apply the same process of categorisation of defect repairs required in newly built properties. It shall aim to continue effective working relationships with contractors to ensure as far as practical works are carried out within relevant timescales.

3.4.8 **Non-Standard Repairs**

A small number of repairs will not fit into the categories above. The timescale for non-standard repairs will be set on a case by case basis. These will be limited to the following cases:

- Where a specialist contractor is required or works are carried out under a specialist service contract (for example smoke vent maintenance, lift maintenance).

- The repair involves work normally dealt with under planned or cyclical maintenance.
- The repairs particularly complex and involves extensive works or multiple contractors.
- The work is subject to delay because it involves agreement of multiple owners or local authority consents or a detailed health and safety plan.
- The work is over the financial limits and tenders are required.
- The works may be minor, but to achieve value for money, a contract will be let. This will only be considered where the repairs do not affect the comfort or convenience of the tenant.

4.0 Access

- 4.1 For Non-Emergency repairs the customer will be provided with a mutually agreed appointment time for the works to be carried out. The customer has a responsibility to provide access for repairs and inspections to be carried out as previously arranged. The Association will seek the co-operation of tenants and owners in ensuring that these appointments are kept.
- 4.2 The Association will pass customers' contact details to the contractor to allow direct contact and to provide updates on attendance or amendments to appointments. Where the contractor attends as per the confirmed appointment and access is not available, they will leave a card and inform the Association that access has not been obtained and the repair will be cancelled. In the case of an emergency repair which is not perceived to be a danger to the occupant or the building, then this job will also be cancelled.
- 4.3 The tenant is entitled to refuse access if the contractor or staff member does not provide proof of identification. The Association is entitled to enforce access for a repair or an inspection after giving 24 hours' notice in writing in line with the Scottish Secure Tenancy Agreement. We retain the right to force access where it is necessary and our attempts to secure co-operation have failed or in an emergency where the tenant may be in danger or the repair is felt to justify forcing immediate access.

5.0 Repair Responsibilities

- 5.1 The Association's repair responsibilities to tenants are broadly set out in the Scottish Secure Tenancy Agreement. The detail of repair responsibilities is reviewed with tenants from time to time to reflect changes in the housing stock or environment over time. All repair responsibilities and information is available in the tenant's handbook which can be found on our website.
- 5.2 The responsibilities under an alternative tenancy agreement or a lease agreement may vary from this standard list. The limits of responsibility for common repairs may vary according to the factoring service offered to owners in line with the title conditions and to majority voting on specific repairs.

5.3 Where a repair is required as a result of accidental or deliberate damage by the tenant or owner, a member of their household or a visitor to their home, they will be held to be responsible and will be recharged the cost of the repair. Exceptions to liability for re-charge are subject to exemptions as detailed in the Rechargeable Repairs Policy.

5.4 The tenant has a responsibility to report repairs promptly to avoid deterioration in the property. They should ensure the property is occupied, heated and appropriately used by members of their household and visitors in line with the tenancy agreement.

6.0 Right to Compensation

6.1 The Association will adhere to the requirements of the Right to Compensation scheme defined in the Housing (Scotland) Act 2001. This statutory scheme recognises the circumstances where tenants may be eligible to claim for compensation for certain repairs carried out by the tenant in their home as they near the end of their tenancy, depending on having previously received permission from the Association. Details on the implementation of this scheme are explained in the tenant's handbook. Further information can also be provided on request.

7.0 Repairs Inspections

7.1 Pre inspections:

The need for a pre-inspection should be balanced against the timescales for responding to a repair and should not cause unreasonable delay. The timescale for carrying out a pre-inspection will count against the time taken to carry out a repair. The urgency of the pre-inspection will depend on the urgency of the repair.

7.2 An inspection may be required before works can be ordered to:

- Establish that a repair is required.
- Determine the extent or scope of works required.
- Ensure health and safety issues are identified and dealt with.
- Identify the cause of the repair to determine whether a repair will be rechargeable to the tenant or if an insurance claim is appropriate.
- Record the condition before works are carried out.

7.3 Post inspections:

A proportion of repairs will be post inspected to ensure the quality of work achieved and value for money of the repairs carried out by each contractor.

8.0 Customer Engagement

- 8.1 The Association recognises the importance of the repairs service to customers and the need to involve them in every aspect of the service to ensure repairs expenditure is targeted to deliver the best possible service.
- 8.2 The Association will involve customers in reviewing and developing all areas of the repairs service. We will always consult with customers when considering changes to the following areas:
- Setting targets or key performance indicators for repairs response times.
 - Agreeing repair responsibilities.
 - Determining the urgency of different types of repair.
 - Agreeing the detailed criteria for repairs which should be completed right first time.
 - Setting standards of conduct for contractors working in tenants' homes.
- 8.3 Feedback from customers will be used as part of the assessment of contractor performance and to determine how well the association is delivering the service. A framework for gathering customer satisfaction data will include a regular independent satisfaction survey, ongoing repairs service survey and analysis of complaints.
- 8.4 We will also send out a text after each repair is completed asking the tenant to respond if they were satisfied or dissatisfied with the repair. All responses or other communications received where the tenant is dissatisfied will be followed up in line with our Complaints Handling Procedure. Further information our Complaints Handling Procedure can be found on our website or on request at the office.
- 8.5 We will develop partnerships with other agencies to assist tenants in need of assistance in their home with repairs that assist with their standard of living or to sustain tenancies such as installing medical adaptations.

9.0 Contractors

- 9.1 The Association's procurement practices and designated policy will aim to ensure that selected contractors can deliver an efficient and effective repairs service to customers in line with the corporate procurement strategy, UK Procurement Legislation, and the Financial Regulations. The Procurement Strategy for reactive repairs will be determined by the Housing & Property Services Sub Committee and will ensure that the association can provide sufficient contractors to deliver the full reactive repairs service in line with the agreed standards.
- 9.2 All contractors will be required to submit details annually to allow proper assessment by the Housing & Property Services Sub Committee of the following:

- Scope of the contractor's service and any limitations on it.
- Value for money of service offered.
- Appropriate insurance cover.
- Safe working practices as evidenced by relevant training for operatives, appropriate policies on health & safety and risk management which comply with industry standards and directives including compliance with Construction (Design & Management) Regulations 2015 as deemed relevant to providing a reactive maintenance service. All contractors carrying out non-reactive works will also be required to provide evidence on request demonstrating compliance with all relevant health and safety regulations including CDM 2015 Regulations.
- Compliance with the spirit and substance of equalities & customer service requirements.
- Financial viability.

9.3 The annual review of contractors should contain feedback from customers, where available, on contractor performance, analysis of complaints, assessment of quality of work derived from post inspections and an assessment of value for money of the service offered.

9.4 The Association will define the details of the service required and the terms on which the contractor will operate. The requirements may be outlined in the detail of formal contracts or be laid down at the time of contractor appointment. The requirements will vary for different contractors and different types of work. They will be in line with the Procurement Strategy adopted for the type and nature of work. The current arrangements for procurement are detailed in our Procurement Policy.

9.5 All contractors will be expected at all times to comply with the contractors' code of conduct outlined in Appendix 1. Where there is no alternative form of contract, the association's general conditions of contract for reactive repairs outlined will apply.

10.0 Performance

10.1 A range of performance indicators will be set for the guidance of staff and for internal monitoring of performance to drive quality of service.

10.2 Key performance indicators will be agreed annually and performance measured and reported to the Housing & Property Services Sub-Committee. These figures will also be reported directly against targets outlined within the formal contract.

10.3 Targets will be agreed with customers to monitor progress on the Annual Return to the Charter and will form the basis of ongoing tenant scrutiny. Performance against these will be published according to an agreed timescale and discussed in detail with customers.

10.4 Key Performance Indicators:

10.4.1 **Repairs Response Times**

The response time runs from the date and time the repair is reported to us. Where an appointment is made to complete repairs to suit the customer, this may override the standard response times. An agreed response time will be set for the following (as detailed in section 4 above);

Emergency repairs

- Timescale for the contractor to attend to deal with the emergency nature of the repair.
- % of repairs completed within the timescale.

Urgent repairs

- Timescale for the contractor to complete the repair.
- % of repairs completed within the timescale.

Routine repairs

- Timescale for the contractor to complete the repair.
- % of repairs completed within the timescale.

Appointments

- Total number of non –emergency repair appointments made
- % of appointments kept by the contractor

10.4.2 **Repairs Inspections**

Pre-inspections

- % of inspections carried out within agreed timescales for Non-Emergency repairs –

Post inspections

- % of repairs post inspected
- Satisfaction with quality for repairs post inspected

10.4.3 **Tenant Satisfaction**

- Tenant satisfaction with repairs
- Tenant satisfaction with repairs service
- Tenant satisfaction with contractor

10.4.4 **Targets/ARC indicators**

- Average time to complete
- % Right first time
- Benchmarking of performance

10.4.5 Complaints

- Reporting of trends in complaints will be available in detailed form to the Property Services Manager and in summary form to the Board and the Association's customers.

10.4.6 Financial Performance

- Expenditure against budgets
- Benchmarking of expenditure

11.0 Financial Control

11.1 The Board will agree the budgets for all aspects of the reactive repairs service on an annual and mid yearly basis. The budgets will cover general reactive repairs, common repairs and may include elements for specific reactive repairs as agreed. The budget covers expenditure only. Income offset against repairs costs from factoring or insurance payments will be separately accounted for. The delegated authority for the management of the reactive repairs service is laid down in the agreed delegated authorities from the Board to the Housing & Property Services Sub Committee to the Property Services Manager. The Association's Financial Regulations and Procurement Policies lay down the delegated authority levels for instructing works and applicable limits for tendering procedures to apply.

11.2 The Housing & Property Services Sub Committee will receive quarterly reports to monitor expenditure against budgets. The Sub Committee may allow work to be moved from other areas of expenditure such as void works, gas repairs, service contracts or cyclical works where an element of work can most effectively be dealt with reactively. Conversely, some repairs will be identified as best dealt with under a planned contract. The budget setting process will reflect the decisions taken.

11.3 The basis of charging may be according to a schedule of rates, contract rates, quotation for non-standard works, and tendered submission for works over the specified limits, service contract which covers reactive elements or based on the rates quoted by contractors and agreed by the Association during the annual review of contractors. This will be defined before works are instructed in line with the procurement strategy.

11.4 ***Achieving Value for Money***

The Association aims to achieve the best value for all expenditure on reactive repairs. Achieving value for money will be a key consideration in determining the procurement strategy for different elements of reactive repairs work, planning when and how work will be delivered, and ensuring contractors deliver good quality services. Where practical the provision of Community Benefits clauses will be included as part of the procurement process.

12.0 Equalities Commitment

- 12.1 Cloch Housing Association complies with equalities legislation, we ensure that every tenant and customer has their individual needs recognised, is treated fairly and with respect regardless of their age, disability, gender reassignment, marriage or civil partnership, race, religion or belief, sex or sexual orientation.
- 12.2 Cloch seeks to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

13.0 Policy Review Timetable

- 13.1 The policy review will take place every 3 years or following significant legislative or regulatory change.

14.0 Policy Availability

- 14.1 This document can also be provided in large print, braille, audio or other non-written formats, and in a variety of languages on request.

Appendices

Appendix 1 Code of Conduct for Contractors

Appendix 1: Contractor Code of Conduct and Service Standards

All contractors working for Cloch Housing Association are required to agree, operate and abide by our Contractors Code of Conduct and pay attention to our core values.

Operatives and other contractor staff must:

- Be fully compliant with the risk assessment carried out before each task is started
- Ensure that all staff are fully trained in their health and safety requirements through tool box talks or other training means, and copies of these records should be made available to Cloch.
- be prompt when an agreed time has been organised to have Works undertaken;
- be clean, properly dressed, taking off soiled shoes or boots before entering the customer's home;
- not smoke in any customer's homes;

- not consume alcohol or classified drugs whilst at work or working on behalf of the association and not be under the influence of alcohol, classified drugs or other drugs or medication which would affect their ability to deliver the works;
- respect any reasonable cultural or religious requirements the customer may have;
- discuss the works with the customer on arrival, agree how they are to proceed and keep the customer regularly updated on the progress of the works, particularly where their completion will require more than one visit;
- not play music when in the customer`s home;
- always use dust sheets where mess is likely to result from the works;
- always leave a calling card if the customer is not in when access is required;
- carry identification at all times;
- always show identification cards before seeking entry for the first time;
- be polite and courteous to customers and members of the community;
- never use bad language or speak in a way which may cause offence to a customer or member of the community;
- always clear up promptly any mess left as a result of the works;
- not use any of the customer`s facilities without their prior permission;
- take all reasonable steps to ensure the security of the customer`s property and possessions; and
- remember at all times that although a property is owned by the association, it is someone's home, and must be treated as such.
- Where works may result in additional resources or other matters which may affect the tenant, the contractor must advise Cloch immediately in order that the tenant can be updated

1. Equality and diversity

Contractor`s staff must comply with the Associations Equality and Diversity Policy.

2. Inducements

Contractor`s staff must not offer or give any:

- inducement or encouragement to any customer to seek to influence the ordering of works;
- gift or gratuity (e.g. seasonal 'perks') to any of the associations staff.

3. Private Work for Cloch Staff

No work is to be undertaken privately for a member of the Association`s staff, or their close relatives.

4. Comfort, safety and security

Particular care must be taken to ensure the comfort, safety and security of customers and adjoining householders during the works. All necessary reasonable action must be taken to ensure the wellbeing of both the property worked on, and adjoining properties.

5. Explanation

The works, working methods and programme must be explained to and discussed with the customer before the works commence, so that they can work with to minimise inconvenience to both parties and understand the nature and extent of works.

6. Children

Particular care must be exercised when the works are carried out in the vicinity of small children. Sharp tools and toxic substances must be kept well out of reach.

7. Vulnerable Customers

Particular care and consideration is required when working in the home of an elderly customer or a customer with a disability, particularly with regard to:

- restricting or impeding movement around the property;
- equipment (tools) and Materials left lying on floors; and
- maintaining acceptable levels of warmth and comfort.

8. Inability to undertake the Works

If for any reason the contractor is unable to undertake specified works on any property, the Association must be informed immediately.

9. Staff safety

If operatives or other contractor staff encounter a particularly difficult or a potentially violent situation they must leave the property immediately and contact the Association as soon as possible.

10. Services

Due notice must be given to the Association and customer whenever it is necessary to disconnect services or interrupt the use of access or amenities, and such interruption should be kept to a minimum.

11. Consents

The contractor must obtain any statutory consents needed for the works (e.g. for scaffolding on a pavement) before the Works commence and ensure that any statutory notices (e.g. building regulations) are served as appropriate.

12. Hours of working

No works may be undertaken outside the contractors permitted working hours or on any days other than the working days specified in the contract.

Where the contract details or instructed works allow for works at unsocial hours, due notice of those works must be given to customers and their neighbours.

13. Keyholding

All Works should be done or access obtained to the property when the customer is present. Arrangements for key holding or unaccompanied access should be discouraged, or if absolutely necessary, kept to a minimum.

Where the service provider holds the keys to any property, this is at the sole risk of the service provider. The service provider must never hold the keys of an occupied property without the specific agreement of the customer.

14. Confidentiality

Staff must not discuss matters concerning Cloch `business or concerning other customers, other properties or other contractors with customers. Any enquiry from a customer or others concerning the client's business should be diplomatically redirected to the client. The client will regard it as a serious breach of contract if staff discuss any confidential matters with customers or the public.

15. Access

All non-emergency repairs will generally be confirmed by appointment and agreed by the customer and contractor in advance. The contractor must adhere to this appointment. Under extreme circumstances the contractor is permitted to re-schedule an appointment, but in agreement with the customer and the contractor must also notify the association.

The contractor must inform the Association as soon as possible of any failure of a customer to allow access at the agreed time.

16. Completion

On completing or ceasing work for the Association in an unoccupied property, the contractor must hand back any keys, plans, specifications, other documents or equipment provided by the association.

17. Voids

The contractor must obtain the Association's written permission before removing any property belonging to the previous customer from a void property.

The contractor must take a proper inventory of any property removed. Clear instructions should be agreed with the Association regarding its disposal.

18. Complaints

Any complaint from a customer must be referred immediately to the Association.

19. Subcontractors

The requirements of this code of conduct also applies to all sub-contractors.

20. Our Core Values are:

- **Be Kind**
- **Be Better**
- **Be Responsible**
- **Be Positive**