



Cassiltoun

Housing Association

REPAIRS & MAINTENANCE POLICY

Date Approved	Proposed Review Date
September 2022	September 2025
Chair Person/Office Bearers Signature:	

CASSILTOUN HOUSING ASSOCIATION LTD
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Cassiltoun Housing Association is a recognised Scottish Charity SC035544

1. INTRODUCTION

Cassiltoun Housing Association Limited (hereinafter referred to as “the Association”) will ensure that its maintenance service satisfies the expectations of its tenants. The service will be tenant focused, responsive, efficient, reliable, and cost effective while achieving the highest quality.

This policy covers the areas of reactive maintenance, cyclical maintenance and major repairs (these latter 2 items sometimes referred together as planned maintenance).

2. LEGAL & REGULATORY FRAMEWORK

The Association, in providing the maintenance service, will meet its legal requirements in terms of Housing (Scotland) Act 2001 and all other relevant legislation. The Association will endeavour to meet all relevant statutory and contractual obligations in order to ensure that: -

- Buildings are kept in good repair;
- Installations are maintained in proper working order;
- Provide properties that are fit for human habitation; and
- No defect places any person in potential danger.

The Association’s objective will be to maximise the full physical life span of the properties as well as protecting its investment in improved or new build properties.

The provisions of Schedule 7 of the Housing (Scotland) Act 2001 will apply to all members of staff and committee of the Association. Staff and the Board will demonstrate compliance with the Association’s [Conflict of Interest and Code of Conduct Policy](#) to ensure that no breaches of these provisions will occur.

In formulating and implementing this policy, the Association is committed to meeting all relevant statutory and regulatory requirements, including those pertaining to Health & Safety, Communities Scotland Performance Standards and Good Practice outlined in documents such as ‘Raising Standards in Housing’ and ensuring that its properties comply with the requirements laid down in the Scottish Housing Quality Standard (SHQS) by 1st January 2015 (see also Sections 8 & 10).

Compliance with SHQS will ensure that by 2015, Association properties are: -

- Compliant with the tolerable standard;
- Free from serious disrepair;
- Energy efficient;
- Provided with modern facilities and services;
- Healthy, safe and secure.

3. EQUALITY

This policy complies with the Association's [Equal Opportunities Policy](#).

The Association will expect all contractors and subcontractors to comply with its Equal Opportunities Policy. A copy of each contractor's policy must be made available for the Association's approval. This will be made available by contractors as part of their application for the Association's list of approved contractors.

4. MAINTENANCE FUNDING

- 4.1 The Maintenance budget for reactive and planned maintenance work will be reviewed each financial year. The Association's Asset Manager will be responsible for monitoring expenditure against budget, reporting to the Operations Sub-committee and the Senior Leadership team.

5. DELEGATION OF RESPONSIBILITY

- 5.1 Overall control of the policy rests with the Board of Management. The Operations Sub-committee has delegated authority to make operational decisions within the scope of the current policy.

The Asset Manager is responsible for the day to day implementation of policy and will report to the Operations Sub-committee.

The Asset Manager and other members of the Association staff have delegated authority for the instruction of works and payment of Property Maintenance invoices in accordance with the levels set in the Association's [Procurement Policy](#).

The Asset Manager will manage the pre- and post inspection process. This will include: -

- Voids – inspected by the Association and instructions issued to contractors regarding work content;
- Disabled adaptations generally require a joint inspection with both the contractor and the occupational therapist, which the Association will arrange.
- Work required following Fire/Storm/Water damage;
- Dampness, Rot, Fabric, Environmental and Cyclical maintenance works.
- The Association's Targets for pre- and post inspections for reactive repairs will be 10% in respect of both and will be reported to the Operations Sub-Committee as part of the regular reporting of Key Performance indicators in the Property Management Report.

Details of Landlord and Tenant responsibilities in relation to repairs and maintenance are set out s.5 of the [Scottish Secure Tenancy Agreement](#) and the Tenant's Handbook.

The Association will compile and maintain a List of Approved Contractors who will have pre-qualified to carry out works on Association properties. Details of

contractors on the list and information required by the Association to allow contractors to qualify for it are found in the Association's [Procurement Policy](#).

6. ACCESS

Tenants will be required to provide adequate access to allow repairs to take place. In an emergency situation (see Section 9.3) where there may be no means of access to effect the repair, the Association reserves the right to force entry.

In some circumstances it may be necessary to lift floor coverings or damage decoration in order to effect repairs. Whilst every effort would be made by the Association and contractors to minimise disruption and/or damage to tenants belongings and to reinstate, it is not the responsibility of the Association to reimburse the tenant for any financial loss suffered as a result of these works as this would normally be covered by a Household Contents Insurance Policy taken out by the tenant.

7. RECHARGEABLE REPAIRS

The Association is committed to a rechargeable process for repairs where tenants cause a wilful act of damage to their property as per the Tenancy Agreement obligations. The Maintenance Manager will have the responsibility in the day-to-day management to identify rechargeable repairs and ensure that repair invoices are sent to tenants and outstanding payments pursued. Full details of the Association's policy on rechargeable repairs can be found in the [Rechargeable Repairs Policy](#) document.

8. VOID MANAGEMENT

The Association will expect to maximise rental income for all its properties through minimising the period properties are vacant. In preparation of a new tenancy all works will be identified by the Association in order to achieve, as far as possible, SHQS. The Association will raise the appropriate repair lines to contractors detailing the works required to return the property to a lettable standard.

Response times for void property repairs are as follows: -

NB. All response times include inspection where required.

- Preliminary Works **3 days**
- Electrical and gas safety checks, clean out of property prior to re-let & basic void works **3 days**

NB. Preliminary works are included within this category. Minor repair works are also carried out i.e. repairs to kitchen fitments, skirting replacement, service doors, patch floorboards etc.

- Major void works **10 days**

Or

As agreed with the Asset Manager where work is of an extensive nature (i.e. fire/rot)

NB. Major void works would include the above but repairs would be more extensive including replacement of items and potentially decoration.

8.3 The work content will determine the time scale for completion. Once the void category has been determined the timescale is set and the Association representative can inform the tenant of the potential move in date. On completion of the works the contractor will notify the Association.

9.0 REACTIVE REPAIRS

9.1 Reactive repairs are defined in SFHA Raising Standards as "...those repairs which are carried out on an ad hoc basis as the need arises and which cannot be deferred for inclusion in planned maintenance programmes."

9.2 Examples of reactive maintenance include: -

- Leaks at cistern;
- Door latch not catching;
- Faulty light switches;
- Central heating faults;
- Vandalism.

9.2 The Association will carry out reactive repairs on a categorised basis. Repair categories are as follows and are shown together with the Association's required response times: -

Category	Response Time
• Emergency	2 hrs to "make safe", follow-up work to be completed within 3 working days.
• Urgent	3 Working Days
• Routine	10 Working Days

9.3 Each category is defined as follows: -

- **Emergency** - A repair which if not carried out could threaten the health or safety of the tenant, or could cause serious damage to the building e.g. gas leaks, flooding, and electrical faults.
- **Urgent** - A repair which causes substantial inconvenience to tenants and has a degree of urgency e.g. hot water and heating defects, running overflows etc.
- **Routine** - A repair that is minor in nature and does not pose any threat to the health or safety of the tenant or building.

9.4 In the case of emergency repairs, the Association will ensure that there is 24 hour cover, 365 days a year for these works. Contact numbers for works and procedures for reporting these repairs will be clearly displayed at the office and will also be contained within the tenant's handbook. Any change to these procedures will be notified immediately to tenants. The contractor will attend within 2 hours.

- 9.5 In the event of an emergency, extended authorised spending levels for use in emergency situations may be given with the Director's approval particularly in the case where danger to health, person or property is envisaged. See Procurement Policy.

10. CYCLICAL MAINTENANCE

- 10.1 Cyclical Maintenance is defined in SFHA Raising Standards as "a programme (that) deals with the gradual deterioration of building components and finishes; the process is largely predictable; is capable of forward planning...and is essentially preventative or protective."

- 10.2 The Association has compiled a programme of cyclical maintenance based on life cycle costings and stock condition surveys. These are incorporated into the Association's 40-Year programme of cyclical maintenance, which is reviewed annually taking account of the age and condition of buildings and components and tender prices for cyclical maintenance projects already carried out. Examples of typical repairs include: -

- External & internal common painting
- Gas Servicing
- Electrical Servicing
- Estate Maintenance.
- Gutter cleaning

11. MAJOR REPAIRS

- 11.1 Major Repairs Maintenance is defined in SFHA Raising Standards as "...the replacement or renewal of major building components (through): -

- Aging;
- Defects in design;
- Defects in construction or materials."

- 11.2 Examples of Major Repairs include: -

- Boiler replacement;
- Bathroom replacement;
- Heat source replacement;
- Kitchen unit replacement;
- Roof replacement.

- 11.3 Stock condition surveys and life cycle costing exercises carried out compile programmes of major component replacements. These are incorporated into the Association's 40-Year programme of major repairs, which is reviewed annually taking account of the age and condition of buildings and components and tender prices for major repairs projects already carried out. The 40-Year programme provides an elemental breakdown of each property, a life expectancy for each element and a renewal or replacement cost.

- 11.4 The investment programme, based on tenant consultation, will focus on the sustainable stock in greatest need. This will, in practice, reduce the need for continued high cost reactive repairs over time.
- 11.5 The investment programme will incorporate the requirements laid down in SHQS to ensure that all of the Association's properties are SHQS compliant by 1st January 2015.

12. FACTORING

The Association provides a factoring service to approximately 60 owners in mixed tenure properties. Full details of the Association's policy on factoring can be found in the [Factoring Policy](#) document.

13. ALTERATIONS, IMPROVEMENTS & COMPENSATION: TENANT'S ALTERATIONS

- 13.1 The Association is committed to allowing tenants to carry out alterations and improvements to their home with prior consent as outlined in the tenancy agreement and 2001 Housing Act. Full details of the Association's policy on tenant's alterations can be found in the [Tenants Alterations, Improvements & Compensation Policy](#) document.

14. QUALITY CONTROL - SERVICE DELIVERY

- 14.1 **Defects Periods** - the Association will have a 12 month defects guarantee on all major improvements to its stock. Examples of these would be new roofs, over cladding etc. At the end of this period the association will put suitable provisions in place to bring these properties into the maintenance regime.
- 14.2 Where responsive repairs have been undertaken a defects guarantee period of 6 months will apply.
- 14.3 Maintenance Manager will report statistics on Repairs Performance to the Operations Sub-committee on a monthly basis.

15. HEALTH & SAFETY

- 15.1 The Association aims to develop and implement an efficient and effective Health and Safety Management System. Our policy is to provide and maintain safe and healthy working conditions, equipment and systems of work for all our employees, and to provide such information, training and supervision as they need for this purpose.
- 15.2 The Association will specify that the contractors have health and safety policies to cover all areas of work including major works and projects that require C.D.M. plans to be in place prior to commencement of work.

Refer to the Association main Health & Safety Policy and [Procurement Policy](#) for detailed information.

16. STATUTORY RIGHT TO REPAIR

- 16.1 The Scottish Secure Tenancy (Right to Repair) Regulations 2002 ensure that all tenants have a statutory right to repair as a secure tenant. This is supported by the Scottish Office Environmental Department circular 12/94.
- 16.2 This legislation requires landlords to carry out small urgent repairs up to a value of £350 within a specified time, otherwise the tenant can instruct an approved contractor to carry out the repair and charge THE ASSOCIATION. In the event that this is the case the tenant will receive compensation of £15 for the inconvenience caused and thereafter £3.50 compensation per working day up to a maximum of £100 until the repair is completed.
- 16.3 Full details of the Association's policy on the Right to Repair can be found in the Association's [Right to Repair Policy](#) document. A schedule of qualifying repairs is given Appendix 1.

17. CONFIDENTIALITY

- 17.1 All information given by customers in relation to this policy will be treated as strictly confidential and will not be discussed with third parties without their permission. The Association will comply with the requirements of the Access to Personal Files Act 1987 and the Data Protection Act 1998 in this regard.

18. CUSTOMER SATISFACTION

- 18.1 The Association is committed to a high level of customer satisfaction in the delivery of this Policy, seeking continuous improvement. Satisfaction with the full range of maintenance services provided by the Association will be measured regularly, including the effectiveness of the objectives of this policy, and results will be disseminated to tenants and other service users.
- 18.2 The Association will undertake on-going customer satisfaction surveys, the results of which will be reported on a monthly basis to the Operations Sub-Committee.

19. INSURANCE CLAIMS

- 19.1 Contractors employed by the Association are responsible for any damage caused whilst working in a property.
- 19.2 In general, the Association will have an appropriate Buildings Insurance Policy in place to cover all normal risks to its properties. Where a claims situation arises, staff should follow Procedure No. 8 in order to make claim.
- 19.3 The Association's Buildings Insurance Policy does not cover damage to tenants' contents unless this was caused by negligence on the part of the Association or its contractors.

20. COMPLAINTS

- 20.1 Our aim is to get it right first time, however, if you are unhappy with the way in which the Association has handled any issue to do with the implementation of this policy, or you feel that the decision taken is contrary to this policy, you are encouraged to use the [Complaints Policy](#). This is available as a separate

document from the Association offices and, as with all of our policies, can readily be made available on tape, in Braille, in large print or in translation.

21. POLICY AVAILABILITY

- 21.1 Copies of this Policy are available on request and free of charge from the Association office. It can be also made readily available on tape, in Braille, in large print or in translation.

22. POLICY REVIEWS/ CONSULTATION

- 22.1 The Association will review this policy every 3 years in consultation with tenants. More regular reviews will be considered where, for example, there is a need to respond to new legislation/policy guidance. Reviews will consider changes to legislation, regulations, performance standards and good practice.

RIGHT TO REPAIR

QUALIFYING REPAIRS AND MAXIMUM TIME FOR COMPLETION

Qualifying Repair	Maximum Period (Working Days)
Blocked flue to open fire or boiler.	1
Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house.	1
Blocked sink, bath or drain.	1
Loss of electric power;	1
Partial loss of electric power.	3
Insecure external window, door or lock.	1
Unsafe access path or step.	1
Significant leaks or flooding from water or heating pipes, tanks, cisterns.	1
Loss or partial loss of gas supply.	1
Loss or partial loss of space or water heating where no alternative heating is available.	1
Toilet not flushing where there is no other toilet in the house.	1
Unsafe power or lighting socket, or electrical fitting.	1
Loss of water supply;	1
Partial loss of water supply.	3
Loose or detached banister or handrail.	3
Unsafe timber flooring or stair treads.	3
Mechanical extractor fan in internal kitchen or bathroom not working.	7