

# WAVERLEY HOUSING

## RESPONSIVE MAINTENANCE POLICY

Date Approved By Board: Jul 2001  
Reviewed By:  
Property Committee April 2010  
Next Review Date: April 2013  
Responsible Person: Director of Housing and Property Services

**We provide an efficient and effective responsive repairs service for our tenants.  
Communities Scotland - Activity Standard AS2.1**

## **1 Policy Statement**

- 1.1. Waverley Housing believes that the quality of its maintenance and repairs service should be of the highest standard. This is considered essential not only to ensure the satisfaction of its tenants but also to protect and maintain the value of its housing stock.
- 1.2. Waverley Housing:-
  - 1.2.1. will meet all relevant statutory and contractual obligations to ensure that its properties are kept in good repair and installations maintained in proper working order.
  - 1.2.2. will ensure that properties are fit for human habitation and will take all reasonable steps to minimise the risk of defects placing any person in potential danger.
- 1.3. Tenants have the right, under the Housing (Scotland) Act 2001, to have certain qualifying repairs carried out within a specified time. Qualifying repairs are those defined in the Scottish Secure Tenants (Right to Repair) Regulations 2002. Tenants will be reminded of their rights under these regulations by means of annual notification.
- 1.4. Waverley Housing will, where appropriate, in conjunction with other owners and in accordance with the Abolition of Feudal Tenure (Scotland) Act 2000 and Tenements (Scotland) Act 2004, carry out maintenance to common parts and open spaces in order that the said common parts and open spaces are fit for use by the tenant and other occupiers.
- 1.5. Repair categories and time-scales for the completion of repairs are set out in the procedure associated with this policy.

## **2 Definition**

For the purpose of this policy, responsive repairs refer to unforeseen day-to-day repairs reported by the tenant. This does not include any major repairs or cyclic repairs which might be identified from time-to-time in any of the company's planned programmes.

## **3 Legal and Contractual Obligations**

### **3.1. Repairs Responsibility - Waverley Housing**

- 3.1.1. Waverley Housing's responsive repairs practices are in accordance with all legal requirements.
- 3.1.2. In addition to the repairing obligations imposed by statute Waverley Housing contractually elects to take responsibility for

certain repairs.

3.1.3. The following summary of allocation of responsibility for repairs represents the present policy of Waverley Housing, which may be changed from time to time, subject always to its legal obligations.

3.1.4. Waverley Housing will be responsible for the repair and maintenance of the following items, except where the damage results from the wilful damage or neglect of a tenant, his or her household, or persons invited onto the premises :-

- 3.1.4.1. The roof.
- 3.1.4.2. Drains, gutters and external pipes, (excluding blockages caused by the tenant's negligence).
- 3.1.4.3. External walls, external doors, window-sills and window frames (including external painting and decorating).
- 3.1.4.4. Internal walls, floors, ceilings, doors, doorframes, sash cords and window catches (but not including painting and decoration).
- 3.1.4.5. Internal communal staircases and landings (including painting and decoration).
- 3.1.4.6. Chimneys, chimneystacks and flues (including sweeping).
- 3.1.4.7. Pathways, steps or other means of access, (excluding garden paths).
- 3.1.4.8. Plasterwork (excluding minor cracks and damage caused by tenant).
- 3.1.4.9. Integral garages and stores.
- 3.1.4.10. Boundary walls and fences, (excluding any secondary fences erected by the tenant).
- 3.1.4.11. Clothes poles and clothes driers where Provided by Waverley Housing (except for Ropes and lines).
- 3.1.4.12. Making good damage caused by acts of vandalism or criminal behaviour, providing that a report has been made to the Police

within 24 hours of the discovery. Where such damage was caused by the tenant or members of the tenants' household the tenant will be recharged for the costs of restoration.

3.1.5. Waverley Housing will keep in proper working order any installations it has provided for space heating, water heating, and sanitation, also for the supply of water, gas, and electricity, including:

3.1.5.1. Basins, sinks, baths, W.C. bowls, W.C. Seats, W.C. Cisterns, waste pipes and Showers.

3.1.5.2. Electric wiring, fireplaces, fitted fires, central heating systems, door entry systems, extractor fans and kitchen units.

3.1.6. Further guidance on repair responsibilities is contained in the repairs responsibility guide in the Tenants Handbook.

3.1.7. Waverley Housing shall not be responsible or liable for the repair or replacement of any item which has been installed or fitted by the tenant or which the tenant is entitled to remove from the house.

## **3.2. Repairs Responsibility – The Tenant**

3.2.1. The Tenant shall be responsible for carrying out any works or repairs for which he/she is liable by virtue of his/her duty to use the premises in a proper manner.

3.2.2. Notwithstanding section 3.1.4 the tenant is responsible for certain repairs e.g.:

3.2.2.1. Internal decoration.

3.2.2.2. Minor plaster cracks and patches.

3.2.2.3. Lost or broken keys.

3.2.2.4. Electric plugs light bulbs, fluorescent tubes and Starter motors.

3.2.2.5. Plugs and chains to sinks and baths.

3.2.2.6. Cracked or broken glass.

3.2.3. The tenant will also become liable for the cost of any other

repair or replacement in addition to the above if it results from damage due to accident, neglect or deliberate act by the tenant, his or her household, or persons invited onto the premises. For a more descriptive list of repairs that are the tenant's responsibility see Appendix 1 attached to this policy.

- 3.2.4. The tenant is responsible for keeping the premises in a good and clean condition and in reasonable decorative order and shall keep it and any garage, shed or other structure, which is part of the premises, in reasonable condition.
- 3.2.5. The tenant will be responsible for taking reasonable steps to prevent frost damage to pipes.
- 3.2.6. The tenant will be responsible for the cost of remedying any act that might cause blockage to drains and/or sewers, or might cause fire damage to the premises.
- 3.2.7. Waverley Housing will wherever possible clearly identify to a tenant reporting a repair, whether or not it considers the repair to be the tenant's responsibility.
- 3.2.8. In some instances where a tenant fails to carry out a repair for which he/she is responsible, Waverley Housing will instruct the repair to be carried out and seek to recover the full cost from the tenant, including any administration costs.

### **3.3 Repairs Responsibility – Other Agencies**

- 3.3.1. The repair and maintenance of some aspects of Waverley Housing's estates, and other estates in which Waverley has properties, is the responsibility of third parties such as:
  - 3.3.1.1. The local authority (adopted roads, footpaths etc.)
  - 3.3.1.2. Private Enterprise (mains gas, electricity supply etc.)
  - 3.3.1.3. Other Agencies (sewerage, water supply etc.)
- 3.3.2. Waverley Housing will co-operate with other agencies in effecting access for maintenance and repair of equipment needed for the supply of services to properties.
- 3.3.3. Waverley Housing will report to the relevant agency any repairs that we become aware of that are that agency's responsibility and pursue them to a conclusion on behalf of our tenants.

### **3.4 Repairs Responsibility - Shared**

- 3.4.1 Most of Waverley Housing's properties are situated in multi-tenure estates and often responsibility for repairs may be shared between Waverley Housing, other landlords and private owners.
- 3.4.2 Waverley Housing will co-operate with other owners in the maintenance of common areas and, where Waverley is in the majority, will seek to recover from other owners their full share of common repair and maintenance charges.
- 3.4.3 Where Waverley Housing is a minority owner on an estate it will co-operate with other owners in the maintenance of common areas and will contribute an appropriate share of the common repairs and maintenance charges.

#### **4. Repairs Service**

- 4.1 Waverley Housing will ensure adequate resources to enable proper planning and control, promptness of response as well as to maintain a high level of quality of responsive repairs service.
- 4.2 Within the category of responsive repairs Waverley Housing identifies four categories of work determining status and response time:
  - General Repairs
    - Emergency/Callout Repairs
    - Urgent Repairs
    - Routine Repairs
  - Right to Repair

Emergency Repairs are repairs which are the landlord's responsibility and if left unattended would constitute a danger to life or limb or result in immediate serious damage to the fabric of the property.

Urgent Repairs are those repairs that if left unattended for a lengthy period would unacceptably infringe or interfere with the normal occupancy and use of the property and would cause an adverse effect on the fabric of the building.

Routine Repairs are those repairs that can reasonably wait a period of time to be addressed without causing significant inconvenience to the tenant.

Right to Repair are specific qualifying repairs which are defined in the Scottish Secure Tenants (Right to Repair) Regulations 2002.

Response times have been set for completion of work under each of these headings as set out in the following table.

<b>Repair Category</b>	<b>Response times</b>
Emergency	4 Hours
Urgent	3 Working Days
All Routine Repairs	15 Working Days
Right to Repair 1	1 Working Day as defined by statute
Right to Repair 3	3 Working Days as defined by statute
Right to Repair 7	7 Working Days as defined by statute

## **5. Right to Repair:**

5.1 Tenants have the right to have certain qualifying repairs carried out within a specified time. A list of qualifying repairs, along with the maximum time-scales for completion, is given in Appendix 2 to this policy.

5.2 Where a tenant reports a qualifying repair, the work must be completed within the maximum time stated providing that tenants can provide suitable access to the workmen.

5.3 The right to repair scheme gives tenants the right to instruct an alternative contractor to carry out the work and send the bill to Waverley Housing providing that:

5.3.1. The work had not been completed within the maximum time allowed.

5.3.2. Access times had been complied with.

5.3.3. The tenant advises the company of its failure to complete the work before instructing the alternative contractor.

5.3.4 The tenant uses a contractor from the Company's approved list.

5.3.5. The cost of any single qualifying repair does not exceed £350.

5.3.6. Where a tenant instructs an alternative contractor and the conditions set out in 5.3.1. to 5.3.5 have not been met the tenant will be recharged for the

cost of the repair.

## **6. General Repairs**

- 6.1 Response times for all general repairs have been set in accordance with current Responsive Maintenance Service Standards and Procedure.

## **7. Inspections**

- 7.1 Where there is doubt over the nature of a requested repair and there is a requirement to pre-inspect to determine the extent of works or whether any works are necessary the repair it will not be subject to the time-scales referred to in 6.1 above.
- 7.2 Inspections will be carried out within 5 working days. Following the inspection the inspector will initiate the raising of a job ticket and the repair will from that time fall in line with priority time-scales referred to in 6.1 above.
- 7.3 Where following an inspection it is determined that no works are required or the reported repair is not Waverley Housing's responsibility the tenant will be notified in writing.
- 7.4 Where following inspection a reported repair is identified as being a replacement, which would fall into the category of planned maintenance, cyclical maintenance or major repairs, then the tenant will be notified in writing of the estimated replacement date and that such replacement does not fall within the scope of the compensation scheme.

## **8. Reporting Repairs**

Tenants must report promptly any defect or damage which Waverley Housing is responsible to repair. Damage resulting from delay in notifying the Company may be recharged to the tenant.

- 8.1 The Company aims to provide a responsive and efficient service and repairs can be reported to the Company by telephone, in writing or by calling at the Company's area office.
- 8.2 All repair requests will be logged and prioritised. A copy of the job request will be produced for the tenant as a receipt and proof of reporting. Where repairs are ordered by telephone or in writing the acknowledgement will be posted to the tenant.

- 8.3 Where practical, tenants will be asked for any preference they might have regarding access time and arrangements for carrying out repairs works. Where such a preference is stated, Waverley Housing will as far as possible, try to accommodate this request.

## **9. Access Arrangements**

- 9.1. Under the terms of Waverley Housing's Tenancy Agreement, tenants are obliged to give the Company's staff, or duly authorised contractors, access to their homes for the purpose of inspecting or carrying out repairs.
- 9.2. Tenants will be required to give reasonable access to tradesmen in order to carry out a repair. Access arrangements should be in keeping with the priority of the repair.
- 9.3. Where a tradesman fails to gain access to carry out a repair, a notice will be posted advising that the tradesmen had failed to gain access. Where there is failure on a second attempt a card will be posted advising the tenant that the job has been cancelled and advising them to re-report the repair.
- 9.4. Where reasonable access cannot be gained to carry out a repair the repair will be excluded from the repairs compensation scheme.
- 9.5. Where there has been failure to gain access and the works required are considered to be essential the tenant will be advised in writing giving at least 24 Hours notice of the Company's intention to gain entry to the home. This may be by Force if necessary particularly in respect of emergency situations.

## **10. Repairs Monitoring**

- 10.1 A minimum of 15% of repairs completed will be raised randomly from the repairs system in order to ensure that a minimum of 10% of repairs raised in any one month may be inspected for both quality of workmanship and materials used.
- 10.2 In cases where inspected work does not pass quality controls the inspecting employee will complete an Inspection Failure report. It will be the responsibility of the Property Services Manager to arrange for remedial work to be carried out.
- 10.3 Where rectified work fails a second quality check the Property Services Manager will meet on site with the employee

or contractor to identify the defective work and to instruct them on the corrective remedial action to be taken.

- 10.4 Where the defective work is found to be as a direct result of unsatisfactory workmanship it will be the responsibility of the Property Services Manager to arrange for this to be rectified, taking any appropriate measures with the employee(s) concerned, which might include disciplinary action. Where appropriate the Property Services Manager may recommend to the Director of Housing and Property Services the removal of a contractor from the list of approved contractors (refer to the procedure for Approval of Contractors and the Approved Contractor List).

## **11. Rechargeable Repairs**

- 11.1 There are a number of instances when tenants will be recharged the cost of repair.
- 11.2 The most common instances will be when a tenant, a member of the tenant's household, or a visitor, causes damage, either deliberately, negligently or accidentally, to the fixtures and fittings of the house.
- 11.3 Tenants will also be recharged for work when a tradesman or contractor has been called out to carry out a repair outside normal working hours when that repair was not classified as an emergency.
- 11.4 A tenant will be recharged for work carried out by the Company either at the request of a tenant or when identified during other works where the item being repaired is deemed to be the tenants' responsibility.
- 11.5 The costs for carrying out any such repairs shall be the responsibility of the tenant and will be pursued in accordance with the Company's Recharges Policy.
- 11.6 Where a tenant has an outstanding debt for previous rechargeable repairs no further rechargeable repairs will be carried out unless all debts for previous repairs are settled and the current repair paid for in advance of the work proceeding. The only exception will be where there is a statutory responsibility on the landlord to ensure proper sanitation, safety and security. (Refer to Waverley Housing's Recharge Policy).

## **12. Training**

- 12.1 Waverley Housing will ensure that the relevant employees have the appropriate level of skills and knowledge to deliver the requirements of this policy.

### **13. Complaints**

13.1 Tenants who feel that Waverley Housing have not delivered the service outlined in this policy have the right to complain. Complaints will be dealt with in accordance with Waverley Housing's Complaints and Appeals Policy, a copy of which can be obtained on request. Tenants also have the right to refer the matter to the Scottish Public Services Ombudsman upon exhaustion of the complaints and appeals process.

### **14. Equal Opportunities**

14.1 Waverley Housing shall apply this policy in accordance with its Policy on Equal Opportunities. This means that in the application of this policy we will not discriminate on the grounds of a person's race, ethnic origin, nationality, religion or belief, cultural background, gender, sexual orientation, age or disability.

14.2 Copies of this policy are available on request free of charge from any Waverley Office. Copies of the policy will also be made available within a reasonable time, upon request, in a language other than English or in a format to suit the visually impaired, if required.

### **15. Confidentiality**

15.1 Any information obtained as a result of the operation of this policy will only be used in connection with the purpose the information was given for. This means that we will only share the information or pass it to other individuals, agents or contractors as necessary to deliver the services outlined in the policy.

15.2 The only exceptions to this will be where our staff considers that a person's safety or well being is at risk or where we are obliged to give information by law or as part of a legal process. The decision to break confidentiality and share information without consent will be taken at senior management level and only after careful consideration.

### **16 Policy Review**

16.1 This Policy has been approved by the Board of Waverley Housing and will be subject to regular review by the Property Committee in accordance with Waverley Housing's policy review procedures.

## Appendix 1

### Repairs Responsibilities

Waverley Housing is responsible for most **fair wear and tear** repairs to your home but there are some items which you, the tenant, are responsible for. These are set out on the following table. Please note, however, that regardless of the guidance given out in this document over responsibility for repairs that Waverley Housing shall not be responsible for any repairs where the damage was caused accidentally, maliciously or by negligence.

Repairs that you are responsible for	Exceptions
<b>Electrical</b> Plugs and plug fuses. Light Bulbs, fluorescent strips and starters. Replacement batteries for smoke detectors. Electric fires.	None None None Unless provided by us
<b>Plumbing</b> Washing machine and dishwasher valves, inlet pipes and wastes. Blockage of wastes to WC/sink/bath or washbasin. Sink plugs and chains. Tumble Dryer vents.	None None None None
<b>Kitchen</b> Appliances such as cookers, fridges, washing machine etc. Clothes pulley and ropes.	None None
<b>Bathroom</b> Shower unit. Shower enclosures. Shower trays. Shower screen or curtain rail. Shower curtain.	Unless provided by us Unless provided by us Unless provided by us Unless provided by us None
<b>Doors</b> Door bell. Door chain. Door nameplate (& numbers affixed by tenant). Internal letter-plate or flap Replacement keys and door entry key fobs. Night Latch (Yale type locks).	None None None None Unless where key fobs are faulty. Unless provided by us
<b>Glazing</b> Single/double glazing (external).	Due to vandalism where reported to the Police and an incident slip provided to us.

Double glazing (internal). Internal glass screens.	None None
<b>Floors</b> Floor tiles Floor coverings inc. carpet, vinyl & laminate flooring.	Unless in communal areas. None
<b>Gardens</b> Driveways.  Garden paths. Garden huts. Outbuildings and garages. Greenhouses. Rotary driers and ropes. Clothes ropes. Coal bunkers.	Unless part of the pedestrian access to the house or provided by us. None None Unless provided as part of the lease. None Unless rotary drier provided by us. None Unless provided by us
<b>Infestation and Pests</b> Insect infestation inc. wasp nests.  Vermin	Where we could reasonably have known of an infestation at the time of letting the house. None
<b>Miscellaneous</b> Gas fires. TV aerials. Wardrobe rails. Coat hooks. Internal decoration.	Unless provided by us. None. None. None. None.

## Appendix 2

### Scottish Secure Tenants (Right to Repair) Regulations 2002

#### Right to Repair Qualifying Repairs

No.	Defect	Maximum Time
1	Blocked flue to open fire or boiler.	1 working day
2	Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house.	1 working day
3	Blocked sink, bath or drain.	1 working day
4	Toilet not flushing where there is no other toilet in the house.	1 working day
5	Complete loss of electric power (except where not within the control of Waverley Housing e.g. a power cut)	1 working day
6	Partial loss of electric power.	3 working days
7	Unsafe power or lighting socket, or electrical fitting.	
8	Mechanical extractor fan in internal kitchen or bathroom (i.e. where there are no windows) not working	7 working days
9	Loss or partial loss of gas supply (except where not within the control of Waverley Housing e.g. shut off by Transco).	1 working day
10	Loss or partial loss of space or water heating where no alternative heating is available.	1 working day
11	Complete loss of water supply (except where not within the control of Waverley Housing e.g. shut off by East of Scotland Water)	1 working day
12	Partial loss of water supply.	3 working days
13	Significant leaks or flooding from water or heating pipes, tanks or cisterns.	1 working day

14	Insecure external window, door or lock.	1 working day
15	Loose or detached banister or handrail.	3 working days
16	Unsafe timber flooring or stair treads.	3 working days
17	Unsafe access path or step.	1 working day

**(N.B. the Maximum Time will start the first working day after date of receipt of notification, Working Days mean a day that is not a Saturday or Sunday; any public or bank holiday; or day appointed for public thanksgiving or mourning; or any day on which Waverley Housing is closed by virtue of a local holiday.)**