

Property Maintenance Policy



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1. Introduction

- 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 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.
 - 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 , other occupiers and visitors to these areas.
- 1.5. Repair categories and time-scales for the completion of repairs are set out in the procedure associated with this policy.
- 1.6. There are various outcomes contained within the Scottish Social Housing Charter which Social Landlords should aim to achieve, the most important being the following for purposes of this policy:

Repairs, Maintenance and Improvements

Social Landlords manage their business 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.

Quality of Housing

Social Landlords manage their business so that tenants homes, as a minimum, meet the Scottish Housing Quality Standard when they are allocated; are always clean, tidy and in a good state of repair; and also meet the Energy Efficiency Standard for Social Housing.

Value for Money

Social Landlords manage all aspects of their business so that tenants, owners and other customers receive services that provide value for the rent and other charges they pay.

2. Definition

- 2.1. For the purpose of this policy, reactive repairs refer to unforeseen day-to-day repairs reported by the tenant, our staff or third parties. This does not include any major repairs or

cyclical repairs which might be identified from time-to-time in any of the company's planned programmes.

3. Responsibilities – Legal and Contractual Obligations

3.1 Repairs Responsibility - Waverley Housing

- a) Waverley Housing's repairs and maintenance practices are in accordance with all legal requirements.
- b) In addition to the repairing obligations imposed by statute Waverley Housing contractually elects to take responsibility for certain repairs.
- c) 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.
- d) 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 by a tenant, his or her household, or persons invited onto the premises:
 - a) The roof
 - b) Drains, gutters and external pipes, (excluding blockages caused by the tenant's negligence)
 - c) External walls, external doors and associated items such as locks and letter boxes, window-sills and window frames (including external painting and decorating), defective glazing.
 - d) Internal walls, floors, ceilings, doors, doorframes, sash cords and window catches (but not including painting and decoration)
 - e) Internal communal staircases and landings (including painting and decoration)
 - f) Chimneys, chimneystacks and flues (including sweeping)
 - g) Pathways, steps or other means of access, (excluding garden paths laid by tenants)
 - h) Plasterwork (excluding minor cracks, holes and damage caused by tenant)
 - i) Garages including integral garages and stores
 - j) Boundary walls and fences, (excluding any fences erected by the tenant)
- e) Clothes poles and clothes driers where provided by Waverley Housing (except for ropes and lines).
- f) 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. Tenants or members of their household may also be reported to the Police where there is evidence that they have caused such damage deliberately.
- g) 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:

- Basins, sinks, baths, W.C. bowls, W.C. Cisterns, water and waste pipes and Showers
- Electric wiring, fireplaces, fitted fires, central heating systems, door entry systems, extractor fans and kitchen units.
- Further guidance on repair responsibilities is contained in the repairs responsibility section in the Tenants Handbook.

- h) 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.
- i) Waverley Housing shall not be responsible or liable for the repair or replacement of any item which has been damaged by the tenant(s) or household member or visitor to the home.

3.2. Repairs Responsibility – The Tenant

- a) 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
- b) Notwithstanding section 3.1 the tenant is responsible for certain repairs e.g.:
- Internal decoration
 - Minor plaster cracks/holes and patches
 - Lost or broken keys
 - Electric plugs light bulbs, fluorescent tubes and Starter motors
 - Plugs and chains to sinks and baths
 - Cracked or broken glass unless caused by vandalism which must be reported to the Police and a crime number obtained which must be given to Waverley Housing.
- c) The tenant may 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.
- d) 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.
- e) The tenant will be responsible for taking reasonable steps to prevent frost damage to pipes.
- f) 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.
- g) 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.
- h) In some instances where a tenant fails to carry out a repair for which he/she is responsible, Waverley Housing may 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

- a) 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:
- The local authority (adopted roads, footpaths etc.)
 - Utility Providers (mains gas, electricity supply etc.)
 - Other Agencies (sewerage, water supply etc.)
 - 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.
- b) 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

- a) 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.
- b) Where Waverley has been appointed as Factor we will arrange for common repairs to be carried out by using either our own Trades Staff or subcontractors in accordance with the terms of the Written Statement of Services issued to owners.
- c) 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.
- d) 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. **Planned and Cyclical Maintenance**

4.1. Planned Maintenance

Waverley Housing will carry out an annual programme of planned maintenance and information obtained from stock condition surveys, our own inspections, analysis of repairs and issues raised by tenants will be used to assist in developing these programmes.

The key components within our annual programme will include replacing bathrooms, kitchens, central heating systems, doors, and windows. Other components such as roofs, electrical systems and render will be included in programmes as and when required.

4.2. Cyclical Maintenance

Waverley Housing will carry out an annual programme of cyclical maintenance, servicing and inspections to ensure that properties, certain appliances and open spaces are regularly maintained.

The cyclical maintenance programme makes provision for a number of regular servicing and inspection arrangements which will lead to the commissioning of any required works as appropriate arising from these arrangements.

The Company aims to repaint the outside of its properties and redecorate the internal communal areas of blocks of flats every 5 to 10 years. Tenants will be informed about any programme of painting e.g. contractors details, timescales for the work, etc.

Waverley Housing will in accordance with the Gas Safety (Installation and Use) Regulations 1998 arrange for an annual gas safety inspection of all properties with a gas supply. We work to a ten month cycle in order to maximise our ability to ensure every appliance in every property is checked annually and our target is to achieve 100% of properties appropriately certificated. A key part of our approach includes processes to be followed in order to gain entry to a property in order to undertake the annual gas service.

Waverley Housing will meet its obligations in terms of open space and common areas maintenance dependant on whether or not it has been appointed as Factor for the feuing area concerned. These obligations are contained in the Written Statement of Services that all owners receive where Waverley Housing acts as Factor.

Wherever possible Waverley Housing will liaise with other housing providers and owners in mixed tenure estates to synchronise maintenance programmes to cause the least inconvenience to other tenants and owners.

In property blocks or estates of mixed tenure where Waverley Housing has not been appointed as Factor the Company may lead on organising repairs or maintenance that it considers necessary. Where it does, it shall consult with the other owners regarding the proposed cost of works, allocated share of costs and shall endeavour to seek agreement with a majority of owners in order to proceed with any necessary repairs or maintenance.

4.3. Planned and Cyclical Maintenance Programmes

In carrying out any works, repairs, inspections or servicing if there is evidence of the presence of asbestos then the terms of our Asbestos Management Policy will be followed.

In undertaking our repairs and maintenance services where opportunities arise to use different products e.g. to fit longer lasting light fittings these will be evaluated and assessed for possible use.

Works carried out as part of planned and cyclical maintenance programmes will be inspected and any snagging issues identified for rectification by the contractor. Any applicable warranties or guarantees in relation to any works carried out will also be obtained.

The planned and cyclical maintenance programmes will be prepared each year for submission to the Board for approval and will include details of the works to be carried out, methods of procuring products and services and the financial resources required to meet the programmes.

5. **Open Space Maintenance**

- 5.1. Waverley Housing, where it is a majority owner, may elect to carry out open space maintenance and recover the costs incurred from other owners proportionate to their ownership stake.

In mixed tenure estates where Waverley Housing holds a minority interest it may, where it has been requested to and agrees, offer its services as Factor on behalf of all the other owners.

Where a majority of owners wish to make their own arrangements for open space maintenance Waverley Housing will pay its share of the resulting costs proportionate to its ownership stake.

6. Scottish Housing Quality Standard and Energy Efficiency Standard for Social Housing

- 6.1. The vast majority of the Company's housing stock meets the Scottish Housing Quality Standard and current Energy Efficiency Standard for Social Housing but we will continue to review any exemptions or abeyances on a regular basis and report on this annually to the Board.

7. Reporting Repairs

- 7.1. 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.
- 7.2. The Company aims to provide a responsive and efficient service and repairs can be reported to the Company by telephone, online via our website, in writing, by email, text or by calling at the Company's office.
- 7.3. All repair requests will be logged and prioritised.
- 7.4. Tenants will be asked for any preference they might have regarding access time and arrangements for carrying out repairs works and an appointment time will be allocated for the repair or inspection to be carried out. Waverley Housing will as far as possible, try to accommodate a tenant's request for particular access, including out of hours and weekend appointments where practicable.

8. Inspections

- 8.1. Inspections will, when required, be carried out within 5 working days. Following the inspection the inspector will initiate the raising of a job ticket and the repair will be completed within the relevant response time, including the number of days since the inspection line was raised.
- 8.2. 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.
- 8.3. 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 of the estimated replacement date and that such replacement does not fall within the scope of the compensation scheme.

9. Repairs Service

- 9.1. Waverley Housing will ensure adequate resources to enable proper planning and control, promptness of response and provision of a high quality reactive repairs service. An out of

hour's emergency service is a key part of our reactive repairs service and is delivered by our own staff.

Details of our repair categories and timescales for completing various types of repairs are contained in our Property Maintenance Procedure.

10. Right to Repair

10.1. 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 and our process for dealing with right to repair requests is contained in our Property Maintenance Procedure.

11. Repairs Monitoring

11.1. The Company will monitor its reactive repair service using performance indicators as follows:

- number and percentage of repairs completed within the Company's target timescales
- satisfaction with the repair service
- number of appointments made and adhered to
- expenditure against budget

11.2. All tenants receiving a repairs service, either from our own Trades Team or Contractors appointed by the Company, will be encouraged to complete survey forms to feedback their comments on the service provided.

12. Rechargeable Repairs

12.1. There are a number of instances when tenants may be recharged the cost of repair. The most common instances might include 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.

12.2. Tenants may also be recharged for work when trades staff or a contractor has been called out to carry out a repair outside normal working hours when that repair was not classified as an emergency.

12.3. A tenant may 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.

12.4. The costs for carrying out any such repairs may be determined to be the responsibility of the tenant and may therefore be pursued in accordance with the Company's Recharges Policy.

13. Tenant Improvements

13.1. Where tenants have carried out authorised improvements to their home they may be entitled to compensation in terms of the Scottish Secure Tenants (Compensation for Improvements) Regulations and our procedure should be followed to establish eligibility for such compensation and the amount to be awarded.

14. Adaptations

- 14.1. It is recognised that carrying out adaptations on our properties can assist tenants or members of their household who may have mobility or other difficulties to help maintain their independence and enhance their quality of life. Our principal source of funding for adaptations will be from Stage 3 funding provided each year from the Scottish Government.

In most cases we will use the Care and Repair service managed by Eildon Housing Association to carry out any funded adaptation works.

15. Training

- 15.1. Waverley Housing will ensure that the relevant employees have the appropriate level of skills and knowledge to deliver the requirements of this policy. In particular relevant employees will undertake Asbestos Awareness Training which will be updated annually.

16. Reporting

- 16.1. Performance management information and reports on various aspects of our repairs and maintenance services will be provided in monthly reports submitted to the Board and in the Annual Return on the Charter to the Scottish Housing Regulator. Satisfaction surveys will be issued to tenants and when appropriate owners to seek their views on repairs, planned and cyclical maintenance works that we undertake. The results obtained from these surveys will be used to inform future service delivery

17. Procurement

- 17.1. Where appropriate and in accordance with procurement regulations Waverley Housing will prepare or use existing detailed specifications for any works or services that need to be purchased to deliver our repairs and maintenance services.

18. Consultation

- 18.1. Tenants and owners will be given advance notice of major planned or cyclical works and advice on details of the works programme and relevant contact details. In undertaking such works due regard will be given to the needs of vulnerable tenants or owners and as far as practical flexible working practices adopted to meet any particular requirements.
- 18.2. Where appropriate tenants and owners will be given opportunities to influence the major planned or cyclical programmes e.g. the terms to apply in a grounds maintenance contract such as the number of grass cuts per year.
- 18.3. Tenants and owners will be issued with satisfaction surveys after the completion of repairs, planned or cyclical maintenance works and the survey returns will be analysed to identify any areas for improvement.

19. Complaints

- 19.1. 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 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 process. Owners have the right to refer the matter to the First Tier Tribunal Housing and Property Chambers upon exhaustion of the complaints process.

20. Performance

- 20.1. Waverley Housing will maintain information systems to ensure the effective monitoring, analysis and reporting of our repairs and maintenance services. Various aspects of our performance will be reported both annually to the Scottish Housing Regulator and in monthly reports to the Board.

Our performance will also be benchmarked against other comparable Registered Social Landlords.

Our financial performance in relation to repairs and maintenance will also be subject to regular budget monitoring and reporting to the Board.

21. Policy Review

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