



Repairs & Maintenance Policy

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1. Purpose of Policy

Argyll Community Housing Association Ltd (ACHA) is the registered social landlord for over 5000 properties within the Argyll & Bute area. ACHA provides a Repairs and Maintenance service to these properties and the surrounding environs. We also provide services to owners via formal factoring agreements and by “custom and practice” in order to comply with the Property Factors (Scotland) Act 2011.

2. Scope

Repair and Maintenance Responsibilities

We will carry out our repair obligations as described within the Tenancy Agreement, Factoring Agreement and the Right to Repair Scheme.

3. Key Legislation

In order to effectively deliver the aims and obligations of this policy, ACHA will meet the requirements of:

- Housing (Scotland) Act 1987
- Housing (Scotland) Act 2001
- Housing (Scotland) Act 2006
- Human Rights Act 1998
- Gas Safety (Installation and Use) Regulations 1998
- The Control of Asbestos Regulations 2012
- Building (Scotland) Act 2003 (amendment 2022)
- Equal Opportunities legislation
- The Equality Act 2010
- Data Protection Act 2018
- Scottish Housing Quality Standard
- Energy Efficiency Social Housing Standard
- Scottish Secure Tenants (compensation for Improvements) Regulations 2002
- Performance Standards for Registered Social Landlords in Scotland as detailed within the Scottish Housing Charter
- The Property Factors (Scotland) Act 2011
- The Tenements (Scotland) Act 2004
- The terms of the Scottish Secure Tenancy Agreement or any other lease agreement in place
- Conservation (Natural Habitats etc.) Regulations 1994 (as amended)

4. Policy Statement

ACHA aims to improve, develop and manage quality affordable homes across Argyll and Bute by working in partnership.

We aim to fulfil our repairs and maintenance obligations to tenants and factored owners by providing an efficient and effective Repairs and Maintenance service as detailed within this Policy.

The specific objectives of this Policy are to achieve the following:

- To provide an efficient and effective repairs service which gets repairs done right, on time, first time;
- To provide homes and surrounding environments which are safe, warm and in demand;
- To provide services which are relevant and accessible to our tenants and other customers and which meet all current equal opportunities requirements;
- To achieve value for money;
- To meet internal and external performance standards;
- To provide meaningful performance information which meet the requirements of both internal and external scrutiny;
- To use information from the Stock Condition Survey to efficiently and effectively plan cyclical and major works programmes.

4.1. Implementing our policy objectives

4.1.1. Reporting your Repair

- We aim to ensure that customers can report repair and maintenance issues in a variety of ways:-
- By telephone to our Customer Service Centre: 0800 028 2755
- Via email to: achacustomerservicecentre@acha.co.uk
- Via the web – www.acha.co.uk
- ACHA's Customer portal: www.acha.co.uk/customer-portal
- By letter
- In person at any ACHA office (as per opening times)

Emergency repairs can be reported at any time including, out with normal office hours, by telephoning 0800 028 2755. A detailed list of repairs responsibilities can be found in appendix 2 of this Policy.

4.1.2. Classification and Timescales

Repairs and maintenance requests will be categorised to reflect the nature and urgency of work required. There are six main categories of works, each of which have differing timescales for completion. A detailed list of repairs classifications and associated timescales for completion can be found at appendix 1 of this policy.

The definition of classifications of repairs is as follows:

4.1.3. Emergency Repairs

Emergency repairs will be carried out where incidents are health and safety issues or required to prevent further damage or destruction to the building. This will include incidents of fire and flood. Emergency works will be carried out to "make safe" the hazard and any follow up work required will be categorised in accordance with the nature and urgency of the work required.

Work classed as an emergency will be responded to within 4 hours to complete the repair or make safe the emergency. Any follow up work required will be categorised a timescale that reflects the extent of the work required.

4.1.4. Urgent Repairs

Issues which require prompt attention but do not constitute an emergency will be classed as Urgent repairs and completed within 5 days. If an inspection is required prior to works being carried out the inspection time will be included within the completion timescale.

4.1.5. Damp Mould and Condensation Repairs

Will be categorised and carried out in accordance with the Associations Damp Mould and condensation policy.

4.1.6. Routine Repairs

All other non-urgent work, which does not fall into any of the other 5 primary classification categories, will be regarded as a Routine Repair and will be completed within 20 days. If an inspection is required prior to works being carried out the inspection time will be included within the completion timescale.

4.1.7. Qualifying Repairs (Right to Repair Scheme)

A number of repairs are subject to statutory timescales for completion as defined within the Housing (Scotland) Act 2001. On reporting such repairs, we will advise our customer that the repair is a “qualifying” repair and provide the timescale for completion of the work. We will also confirm, in writing, their rights under the scheme including details of compensation arrangements should the repair not be completed within the appropriate timescale.

All 1-day Qualifying repairs will be treated as an emergency repair with a 4 hour response time to attend and make safe.

4.1.8. Rechargeable Repairs

A repair will be rechargeable when it is necessary due to acts of wilful damage, neglect or accident caused by the tenant, a member of the household or a visitor to the property. We may set a minimum charge. The recharge will either be the actual cost or the minimum charge whichever is higher in value. When a repair is reported we will confirm if we consider it to be a rechargeable repair and an estimated cost. The reasonable cost of the work, including administration charges will be charged against the tenant. Payment in advance of work proceeding will be required, where feasible. Sometimes, however, it is only once the work is being done that we may identify that it is a rechargeable repair.

4.1.9. Void Repairs (Repairs to empty houses)

We provide much needed homes to applicants from our waiting lists and aim to re-let void properties as quickly as possible to meet this demand and also to minimise rental income loss. We operate to a minimum lettings standard and aim to re-let properties which are suitable for immediate occupation.

4.1.10. Void Categories

ACHA use three categories to classify void properties, these are based on the condition of the property when returned and the level of work required to bring them to letting standard.

From time to time minor works will be carried out after the new tenant has moved in. All void properties will have appropriate safety checks completed for heating systems as well as having valid Electrical Safety Certificates and Energy Performance Certificates. Further details on void standards can be found in our Void Policy.

4.1.11. Cyclic and Planned Maintenance

A number of repairs and maintenance items are managed as part of ongoing plans or contracts. The timescales for such items will vary according to the nature of the work and may be affected by issues such as budgets or common owners or other third party involvement. We reserve the right to amend the stated classification and timescales to take into account unforeseen or other specific circumstances. We will notify the customer as soon as practicably possible of any proposed changes to their repair request.

4.1.12. Access to your property

Tenants are also required to provide access at reasonable times to allow work or inspections to be carried out. For internal repair work we offer a repairs and inspection by appointment scheme, appointment times available are:

- First appointment 0830-0959
- Morning 0830-1159
- School run 0915-1459
- Afternoon 1200-1629
- Last appointment 1515-1629
- All day 0830-1629

If our contractor or inspector is unable to attend the appointment, for any reason, you will be notified as soon as practicably possible. For some work and inspections you are required to provide access to your home to our contractors or inspectors. You will be given reasonable notice of such access requirements. For matters of health and safety and any survey requirements we may invoke our No Access Policy which may result in forced entry to your home.

4.1.13. Common Areas or Parts

Responsibility for common areas or common parts of buildings e.g. roofs, common closes, open space areas etc. may be shared with other owners. This means that proposed repairs or maintenance to common parts requires to be intimated to owners, in writing. All owners need to agree, in advance, that the work can proceed and that the costs will be shared. On limited occasions, ACHA may proceed with emergency works, without obtaining prior agreement from other owners, in order to protect our tenants or the property from harm. Written intimation, will be issued to all owners as soon as possible after emergency work has been carried out. Where work is not deemed to be in the emergency category and owner consent cannot be obtained, no work will proceed. Common works to Factored Properties will be carried out in accordance with the terms of the Factoring Agreement.

4.1.14. Medical Aids & Adaptations

ACHA is committed to supporting and assisting our tenants with mobility or other impairments to enjoy independent living. Our Accessible Housing Policy provides a number of options which can be considered for tenants with specific needs.

However, our ability to carry out adaptation works may be limited by financial or budgetary resources. Options may include:

- Temporary or permanent adaptations to current property
- Equipment provision (via Argyll & Bute Council)
- Transfer to a more suitable property
- Purpose built new build properties.

4.1.15. Alterations

Tenants wishing to carry out alterations or improvements to their property must obtain written consent prior to any work being undertaken. We will not unreasonably withhold permission however all work carried out must meet all safety, legal and compliance criteria.

All electrical and gas work carried out must be undertaken by a fully qualified tradesperson. Any person undertaking Electrical or Gas alteration work must be, or be employed by, a member of class of person approved by the Health & Safety Executive (HSE) to do that kind of work. Electrical and Gas safety certificates will be required to be submitted to ACHA on completion of the works.

Ongoing maintenance of any alterations and improvements made by the tenant will remain the responsibility of the tenant. With the exception of the property chimney which is the responsibility of the Association.

Some approved alterations may qualify for "Compensation for Improvements" which may be payable to the tenant at the end of their tenancy. The amount of compensation to be paid will be calculated in accordance with the Scottish Secure Tenants (Compensation for Improvements) Regulations 2002. Application for compensation should be submitted no more than 28 days before a tenancy ends or 21 days after.

Permission may be required from other owners within a common block if the alteration impacts on any common part of the building or common ground e.g. installation of satellite dish on common wall or erection of outbuilding on common ground. It is the tenant's responsibility to obtain such permissions.

Factored and non-Factored owners are also required to seek permission from ACHA to carry out any alterations which impact on any common parts of the building.

Tenants and owners are also required to check whether or not any Local Authority permissions or consents are required before any alterations are carried out.

4.1.16. Asbestos Management

We recognise the potential dangers presented by the presence of asbestos and have a detailed Asbestos Management plan in place. Annual inspections of asbestos are undertaken and appropriate action is taken where a risk is identified. Asbestos in common areas is clearly identified. In cases where the risk to health is heightened due to the disturbance of or deterioration of asbestos we will engage suitably qualified trades people to remove or safely encapsulate the asbestos. Tenants may be required to temporarily move out of the property whilst such work is undertaken. More detail can be found in ACHA's Asbestos Safety Policy.

4.1.17. Estate Inspections

Our estates and common areas are inspected on a regular basis. Our Estate Management Policy provides the detailed framework for inspection regimes which aim to deliver safe and well maintained environments for our tenants and the wider community.

4.1.18. Gas safety

ACHA are committed to ensuring that tenants living in our properties which have gas appliances are kept safe. In order to meet our legal responsibilities we operate a robust system for annual servicing which includes provision for forced access to properties to allow servicing work to be carried out. Gas servicing works will only be carried out by suitably qualified Gas Safe Registered engineers.

In addition to the above safety measures, the association employs an independent 3rd party inspector to carry out random on site checks of a percentage of gas works and services to ensure regulatory compliance and installation safety.

If you intend to install any gas appliances in your home you must seek written approval from ACHA. All gas installations must be carried out by a suitable qualified Gas Safe engineer. Gas cookers must be disconnected and removed from the property if you give up your tenancy.

4.1.19. Garages/ Garage sites

We have a limited number of garages and garage sites for rent. Repairs will be carried out in accordance with the terms of the lease agreement.

4.1.20. Graffiti and other vandalism

We aim to ensure that estates are safe and well maintained. We will endeavour to make safe any acts of vandalism as soon as practicably possible. Offensive graffiti will be removed within 24hrs of it being reported to us. In conjunction with the local community and the police we will endeavour to identify the perpetrators of acts of vandalism and whenever possible we will recharge the offender the cost of dealing with the vandalism.

4.1.21. Grounds Maintenance

There are many open space areas within estates for which ACHA has either sole or common ownership. We currently maintain such areas on the basis that our tenants

would be negatively affected if maintenance was to cease. However, in some areas where there are other owners, who are equally responsible for the maintenance of open spaces we may provide a reduced service in terms of the frequency of grass cutting for example. We reserve the right to introduce charges for grounds maintenance to owners in the future where title deeds clearly show that the owner has an obligation to maintain open space areas. We may also, following appropriate consultation with tenants, introduce service charges for maintenance of areas which fall within the tenant obligations of the tenancy agreement.

4.1.22. Insurance

ACHA insures all of our properties and as such tenants are not required to take out Building Insurance. However, we do not insure the contents of properties or tenant's personal belongings. You are strongly urged to take out contents insurance to protect your belongings. ACHA also carries all necessary Public Liability and Employer insurances. Factored owners and other owners should obtain their own Buildings and Contents Insurance.

4.1.23. Mid-Market Rent Properties (MMR)

Repairs and maintenance of Mid-Market rent properties (MMR) which are leased via our subsidiary company will be carried out within the same performance criteria as for ACHA properties. MMR properties will benefit from the same inspection regime and tenant satisfaction surveys as ACHA tenants. The Right to Repair Scheme does not apply to MMR properties.

4.1.24. Pest Control

ACHA Tenants, and owners who have common rights, are responsible for the removal of pest infestations within their property or garden, including common areas, unless there is clear evidence that the pests have arisen because ACHA has failed or neglected to fulfil its responsibility as the Landlord. Where a property is infested with a protected species, discretion will be used in terms of ACHA organising appropriate work. ACHA will take responsibility for dealing with an infestation of Woodworm (or similar wood boring, destructive insects) within a tenant's property or communal areas.

4.1.25. Play Areas

There are a number of play areas within shared estates. Regular safety inspections are carried out by ROSPA (The Royal Society for the Prevention of Accidents) trained staff. Play area equipment which is deemed to be unsafe will be removed pending replacement. Such replacements may be dependent on suitable financial resources being available.

4.1.26. Gypsy Traveller Sites

We will ensure that our sites are safe and well maintained. Utility blocks will be inspected as part of our estate management regime and repairs issues dealt with via the general categorisation of works as detailed in appendix 1. Specific repairs responsibilities are contained within the Site Pitch lease. We do not carry out any maintenance or repairs to caravans using the site.

5. Staff Development

Staff involved in the delivery, procurement and organisation of the repairs and maintenance service will be suitably qualified and trained. All ACHA staff will undertake mandatory Customer Care and Diversity training. We will ensure that all contractors working for us are qualified to carry out all work requested in a safe and appropriate manner. We will ensure that all contractors working for us are aware of the Property Factors (Scotland) Act 2011 where work is being carried out that affects property owners.

6. Performance Development

ACHA operates within a performance management framework which reports to and aims to meet the requirements of our tenants, factored owners, Board of Management, the Scottish Housing Regulator and the Scottish Social Housing Charter. As required by Section 31 of the Housing (Scotland) Act 2010, the Scottish Social Housing Charter sets out the standards and outcomes that all social landlords should aim to achieve when performing their housing activities:

- **Charter Ref.1 Equalities:** Social landlords perform all aspects of their housing services so that: Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.
- **Charter Ref.3 Participation:** Social landlords manage their businesses so that: Tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.
- **Charter Ref.4 Quality of Housing:** Social landlords manage their business so that: Tenants homes, as a minimum, meet the Scottish Housing Quality Standard (SHQS) by April 2015, and continue to meet it thereafter and are always clean, tidy and in a good state of repair when they are allocated.
- **Charter Ref.5 - Repairs Maintenance & 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.

We use Regulatory and local performance indicators to monitor and report on our repairs and maintenance service and also major investment levels to our properties.

6.1 Service Delivery and Performance Management

To ensure effective delivery of responsive repairs, voids, planned maintenance and compliance services, ACHA and AHFA operate a structured performance management framework. This framework supports continuous improvement, accountability, and consistent service standards across all operational areas.

6.2 Service Delivery monitoring

ACHA and AHFA have a process in place to monitor responsive repairs, voids, compliance and planned works. This process includes fortnightly Service Delivery meetings, Monthly Operational meeting and Monthly Strategic, Monthly Core Group meetings and bi-annual Executive Core group meetings.

6.3 Internal Performance monitoring

Internally performance will be monitored monthly by ACHA's Senior Management and bi-monthly by the Board of Management and local Area Committees. Performance information will also be provided, on a regular basis to our tenants, via the Tenants Newsletter and to the Tenants Panel.

We will agree the approach regarding the publishing of Performance information with our tenants and service users and this will be reported annually by October of each year. Externally, the Scottish Housing Regulator will monitor performance in terms of outcomes and standards achieved in line with the requirements of the Scottish Social Housing Charter.

In order to ensure that this policy remains fit for purpose and continues to meet Charter requirements, a Tenant's Scrutiny Panel will monitor and review the performance standards.

7. Policy Owner

This Policy is owned by the Property Manager.

8. Review

The Repairs & Maintenance Policy will be reviewed every 5 years. In order to ensure that this policy remains fit for purpose and continues to meet Charter requirements, a Tenant's Scrutiny Panel will monitor and review the performance standards.

9. Complaints

We value complaints and endeavour to use information from them to help us improve our services. Complaints can be made if we fail to apply this policy properly or do not meet our organisational standards. Complaints are dealt with in line with our complaint handling procedure, a copy of which is available from our website, via the following link – <https://www.acha.co.uk/services-complaint-suggestion/> or alternatively a copy can be made available on request.

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Policy Name – Repairs & Maintenance		
Approving body - LMT	Next Review Date	December 2028
Date Equality Impact Assessment completed		

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