



Reactive Repairs Policy

Status: Approved

Policy Lead :	Executive Director – Customer Experience
Owned By :	Repairs Lead
Date Approved:	17 th January 2023
Approved By :	BHA Board
Review Date:	January 2026
Regulatory / Legislative Considerations/ References	<p>This policy shall be reviewed by Operations Committee before tabling for approval by BHA's Board.</p> <p>The policy should be considered as an essential document to BHA's fulfilment of its duties under the Housing (Scotland) Act 2010 including provision of housing services in line with the Scottish Social Housing Charter and compliance with the standards set out in the Scottish Housing Regulator's Regulatory Framework.</p>
Other Documents to be read in conjunction with this policy :	<ul style="list-style-type: none">• Void Property Policy• Recharge Repairs Policy• Scottish Social Housing Charter• SHR Regulatory Framework• Housing (Scotland) Act 2010• UK General Data Protection Regulation

Policy Title:	Reactive Repairs Policy
Purpose / Aim of policy:	Deliver a high quality, efficient, effective, prompt, and cost-effective repairs service.
Scope of Policy:	Set out the guidance on how Berwickshire Housing will apply Repairs and Maintenance Service.
Specific detail related to each strand in the scope:	<ul style="list-style-type: none"> • Response Times • Pre & Post Inspections • Rechargeable Repairs • Shared Owners & Owner Occupiers • Defects • Resident Alterations • Rights to Repair • Performance Monitoring • Complaints • Health and Safety and Insurance • Legislation and Regulation • Responsibilities
Approval Source:	BHA Board
Sustainability Assessment:	
Partnership Assessment:	Key partners include Contractors appointed by competitive tender. Software partners and systems solution providers.
Risk Implications:	Operational and Strategic Risks are reviewed at more regular frequency than this Policy. These consider financial implications of material and labour costs, availability of resource, legislative and regulatory change and external market drivers that may impact our service delivery.

1. INTRODUCTION

Berwickshire Housing Association recognise the importance of implementing efficient and effective repairs and maintenance programmes and are committed to maintaining our properties to a high standard through regular maintenance.

This policy aims to provide a good customer repairs service and ensure that our properties are well maintained to maximise their life; to provide a good quality home and environment for our customers, and to protect the investment in our properties.

This policy is primarily intended to cover all tenanted properties owned by us, or where we have a responsibility for repairs.

Critical to this process is the establishment of comprehensive record systems that enable the effectiveness of repair services to be monitored and reviewed.

The policy covers reactive repairs, including the following:

- Routine Repairs
- Urgent Repairs
- Emergency Repairs

2. POLICY AIMS AND OBJECTIVES

2.1 The specific objectives of the Reactive Repairs Policy are to achieve the following:

- Deliver a high quality, efficient, effective, prompt, and cost-effective repairs service.
- Have efficient and effective systems and procedures that allow customers to make simple and convenient requests for repairs and which minimise disruption to both the customer and the Association.
- Take account of differing customer service requirements.
- Maintain effective contact with customers keeping them informed of progress with their repairs request.
- To define each classification of reactive repair types that the Association offers and provide associated guidance on timescales for completion.
- Ensure that there is proper monitoring and review of the Policy, service delivery and budgetary control by the Governing Board.
- To achieve value for money whilst ensuring compliance with the Association's Financial Regulations.
- Ensure that the required service is provided within the available budget.
- Take account of future planned maintenance programmes when deciding on a repair or replacement for defective components.
- Maximise the useful life of the properties and their components.
- Always adopt legally correct practice.
- Provide an appointment-based service for all non-emergency internal house repairs where possible.
- Involve customers and service users in reviewing our service wherever possible.

2.2 We will set quality standards that contractors must meet. This will include commitment by contractors to the principles of our Equal Opportunities Policy.

2.3 We will seek to recover repair charges owed by customers as per our approved Rechargeable Repairs Policy.

2.4 We will undertake customer satisfaction surveys through a variety of methods as follows:

- Completion by customers of satisfaction digital surveys'
- Formal surveys, for example, using colleagues, consultants, or student research placements.
- Evaluation of complaints received.

2.5 We will treat any complaints seriously and implement our complaints policy to redress complaints as quickly as possible.

2.6 We will monitor our repairs service through our performance management system.

2.7 We review this Policy every three years and consult with customers in this review.

3. RESPONSE TIMES

3.1 When a customer reports a repair, they will be advised of the category the repair falls into, which will determine the timescale for the completion of the repair. The customer will be advised of the last expected date for the completion of the reported repair. The customer will be requested to contact the Customer Experience Team if the repair has not been completed by the stated date and we will then actively pursue the completion of the repair.

The following identifies the target response times for the various repairs categories. For emergencies the timescale is from the time of reporting the repair, for all other categories the timescales are from the first working day after the repair is reported.

- Emergency - Attend within 6 hours and repair or make safe.
- Urgent – Up to 3 full working days after the reported date.
- Routine - Up to 10 full working days after the reported date.
- Additional Timescale for Pre-Inspection of Repairs where required – up to 5 full working Days, see 4.1 below.

In accordance with our approach to continuous improvement the above response times will be reviewed on a regular basis.

3.2 Repairs outside of office hours can be reported via our out-of-hours emergency call handling service. Only repairs classed as emergency or an urgent that could potentially turn into an emergency will be actioned as per timescales in 3.1.

4. PRE & POST INSPECTIONS

4.1 Pre-inspections will be carried out where the following criteria applies:

- Where there is not enough information to allow us to determine what the issue is and instructed the correct repair work.
- For complex issues to assess the most effective and economic repair required.

- If there is previous history of the same problem being reported.
- Where there is a suspicion of misuse, customer damage or malicious damage.
- Repairs which may result in an insurance claim.
- Where information is required in advance of type or quantities of parts or materials to allow them to be ordered or obtained prior to the work going ahead.
- Where damp or mould is being reported.
- Where there is a concern for household welfare and potential safeguarding interventions are required.

4.2 Post-inspections will be carried out to check the quality of work and performance of the contractor who carried out the work to ensure it has been done to a high standard and that our specifications have been met.

- Random 10% of all reactive repairs will be post inspected.
- All reactive repair work with a value of £500 or more will also be post inspected.

5. RECHARGEABLE REPAIRS

5.1 The customer's and landlord's obligations regarding repairs are stated in the Tenancy Agreement.

We can carry out repairs deemed to be a customer's responsibility; however, the cost of the work will be recharged to the customer. The customer will be advised that they will be recharged, and the likely cost of the repair.

The Recharge Policy outlines more information on this subject.

6. REPAIRS FOR SHARING OWNERS AND OWNER OCCUPIERS

6.1 In normal circumstances sharing owners and owner occupiers are responsible for arranging and financing their own repairs. In the case of flatted developments and in particular common repairs where we have been appointed factors for the scheme, we will arrange for the common repairs to be carried out by our contractors and recharge the works as required.

We will pursue any sharing owners and owner occupiers who fail to repay any outstanding debt.

7. DEFECTS

7.1 Where possible defects will be treated in the same way as reactive repairs and will follow the response times shown within section 4 above. These timescales will be written in contractual arrangements with our building contractors and developers where appropriate.

Due to the nature of defects and the fact that they are a contractual liability there are clear procedures and contractual principles that must be applied to ensure liability is maintained. These procedures will include set timescales and notice periods for contractors and developers where problems are encountered. These periods will inevitably increase the timescales for completion of the defects; therefore, the timescales in section 3 above will not apply in these cases.

We will however ensure that the additional time taken is minimised, within the constraints of the contract requirements, and the defects will be completed as soon as possible.

In the case of emergency defects, the contracts will allow us to undertake emergency work without giving prior notice to the contractor or developer, as soon as it becomes apparent that they have failed to meet the set timescales for emergency repairs.

8. CUSTOMER ALTERATIONS

8.1 Any customer who wishes to make alterations to the property that they occupy must obtain written permission from us and all Statutory Authorities, if applicable, before any work commences.

Our permission will not normally be withheld provided the following conditions are met: -

- We are satisfied that any proposed improvement will meet relevant standards of safety and workmanship.
- All necessary warrants and consents are obtained, including Planning Permissions, Building Warrants etc.
- Electrical Regulations and any other relevant regulations are fully complied with, and certification is provided where appropriate.
- The alterations will not result in any unreasonable maintenance expenditure for us.
- The work will not detract from the future ability to let the property.
- The alterations will not adversely affect neighbouring customers or residents.

Alterations made without written permission could be deemed rechargeable under the Rechargeable Repairs Policy.

9. RIGHTS TO REPAIR

9.1 The Right to Repair Scheme will comply with the Scottish Secure Tenants (Right to Repair) Regulations. This therefore applies to social rented tenancies and not to mid-market rent tenancies.

When a customer notifies us of a repair which is a “qualifying repair”, as detailed in the regulations, they will be informed that the repair is a qualifying repair and what this means, as detailed in our Right to Repair Procedure.

9.2 Where the maximum period for the repair cannot be achieved due to matters beyond our control the maximum period is suspended until the matter is resolved. The customer will be notified of any suspension of the maximum period.

9.3 If the repair is not completed on time and the failure is due to a problem caused by us or our contractor, then compensation will be paid to the customer, as per the amounts required by the Regulations.

10. PERFORMANCE MONITORING

10.1 To ensure that the reactive repairs service offers value for money and is continually improved, we will manage and monitor the following:

- Our performance and the performance of our contractors in achieving targets.

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- Maintenance costs, in respect of value for money.
- The expenditure of the maintenance budgets.
- The quality of the works carried out.
- The customer's satisfaction with the service provided.

Performance management and monitoring reports will be reviewed monthly and will be reported to our Board of Management as part of the agreed reporting cycle.

10.2 Customer feedback on the quality and standard of the repairs service will be encouraged through Customer Satisfaction Survey questionnaires.

11. COMPLAINTS

If a customer is unhappy with any aspect of the reactive repairs service, a complaint can be made in accordance with our Complaints Policy in order to have their concerns investigated.

12. HEALTH & SAFETY AND INSURANCE

12.1 Contractors must either have their own policy in place relating to health and safety or agree to adopt our policy. Where a contractor's existing policy fails to meet our policy requirements, they will be requested to adopt our policy.

Contractors are expected to inform us immediately of any incident which constitutes a breach of health and safety regulations. Contractors must maintain an adequate level of public liability and employers' insurance and provide us with the relevant up to date documentation.

12.2 Contractors employed by us are responsible for any damage caused whilst working in a BHA property.

12.3 We will maintain appropriate buildings insurance for our properties.

12.4 We do not insure home contents; this is the customers' responsibility.

13. LEGISLATION AND REGULATION

13.1 The Reactive Repairs Policy is critical in ensuring an efficient and effective delivery of the Association's customer services. It has been developed to take account of legislative, regulatory, and good practice requirements in relation to repairs and maintenance services. The Policy will assist in the development and delivery of a robust Asset Management Strategy, and ultimately our Business Plan Objectives.

Legislation

The Policy will comply with a wide range of legislative requirements including:

- Housing (Scotland) Act 2001;
- Housing (Scotland) Act 2006;
- Housing (Scotland) Act 2010;
- Housing (Scotland) Act 2014;
- Tenements (Scotland) Act 2004;
- Property Factors (Scotland) Act 2011;
- Gas Safety (Installation and Use) Regulations 1998; and

- The Electrical (Safety) Regulations 1994.

The legislative requirements include the need to comply with the range of health and safety duties imposed upon landlords. Various contractual terms are imposed via relevant tenancy, occupancy, and management agreements. The Association will ensure it complies with all its legal obligations and contractual requirements.

Housing Regulator: Scottish Social Housing Charter

The Scottish Housing Regulator and the Social Housing Charter came into effect in April 2012. The Regulator's statutory objective is to safeguard and promote the interests of current and future tenants. The Scottish Social Housing Charter sets the standards and outcomes that all social landlords should aim to achieve in delivering our services. The relevant Charter Standards/Outcomes for maintenance/repairs services are:

Outcome 2: Communication

Social landlords manage their business so that tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.

Outcome 4: Quality of Housing

Social landlords manage their business so that tenants' homes, as a minimum, meet the Scottish Housing Quality Standard by April 2015 and continue to meet it thereafter, and when allocated, are always clean, tidy and in a good state of repair.

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.

Outcome 13: Value for money

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

14. RESPONSIBILITIES

14.1 Landlord Responsibilities

We take great pride in providing high quality homes. This means we must maintain our housing stock to a high standard and carry out repairs and improvements efficiently. We are responsible for maintaining the structure and exterior of the property and for ensuring it is in a warm, safe, and secure condition. This includes:

- The maintenance of all installations provided for space heating, water heating and sanitation and for the supply of water, gas and electricity.
- Maintaining drains, gutters, and external pipes (excluding blockages caused by tenant negligence).
- Internal and external walls, roofs etc.
- The internal structure i.e. walls, floors, ceilings, doors and doorframes (excluding decoration).
- Chimneys, chimneystacks, and flues (excluding sweeping).

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- Common areas such as closes, close doors, pathways, steps or other means of Access.
- Boundary walls and fences.

14.2 Customer Responsibilities

Customers are responsible for:

- Keeping the interior of the house in good and clean condition and good decorative order.
- Keeping of common areas such as communal stairs, drying areas, bin sheds in clean condition.
- Keeping your own garden(s) and driveway well maintained and tidy.
- Reporting repairs to the Association including those caused by accidental damage or Vandalism.
- Allowing the Association colleagues and/or approved contactors access at all reasonable times to inspect the house, carry out repairs or safety inspections.
- Repairing any items damaged through neglect or carelessness on your part, a member of your household or your visitors e.g., blocked toilet.
- Ensuring reasonable precautions are taken to protect your home from fire, flood, or frost.
- Carrying out minor routine repairs such as sink plugs or chains, light bulbs, smoke alarm batteries, internal door handles etc., and any costs incurred through forcing entry due to lost keys.

15. POLICY REVIEW

The Association will review the Reactive Repairs Policy every three years or following significant legislative or regulatory change.

Date next review is due – January 2026.