



## Repairs and Maintenance Policy

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|------------------------------|--|
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## Contents

| <b>Section</b>  | <b>Page</b> |
|---|-------------|
| 1.0 Aims of the Policy                                      | 1           |
| 2.0 Policy Objectives                                       | 1           |
| 3.0 Legislation, Regulation and Related Policies            | 2           |
| 4.0 Sources of Funding and Investment                       | 3           |
| 5.0 Insurance   | 4           |
| 6.0 Health and Safety                                       | 4           |
| 7.0 Consultation  | 4           |
| 8.0 Categories of Repairs and Maintenance                   | 4           |
| 9.0 Service Delivery  | 7           |
| 10.0 Relet Repairs/Void Works                               | 7           |
| 11.0 Customer Service                                       | 8           |
| 12.0 Quality Assurance and Performance Monitoring           | 9           |
| 13.0 Right to Repair  | 11          |
| 14.0 Rechargeable Repairs                                   | 11          |
| 15.0 Alterations and Right to Compensation for Improvements | 12          |
| 16.0 Equality and Diversity                                 | 13          |
| 17.0 Confidentiality  | 13          |
|   |             |
| <b>Appendices</b>   |             |
| 1 CATEGORISATION OF REPAIRS                                 |             |
| 2 DIVISION OF LANDLORD AND TENANT REPAIRS RESPONSIBILITIES  |             |
| 3 CONTRACTOR CODE OF CONDUCT AND SERVICE STANDARDS          |             |
| 4 RIGHT TO REPAIR - QUALIFYING REPAIRS                      |             |
|   |             |

## 1.0 Aims of the Policy

Viewpoint is committed to the provision and maintenance of high quality accommodation and neighbourhoods where people want to live and where they feel safe.

Our Business Plan states that one of our key priorities is to *“Provide a responsive and customer centred repairs service and a well communicated planned maintenance programme.”* It also sets out specific Aims that are relevant to this policy:

- 1. To deliver an excellent customer experience.
- 2. To provide good quality homes.
- 5. To be efficient and effective whilst considering value for money.

This policy sets out how Viewpoint will:

- Fulfill its legal, regulatory and contractual responsibilities for repairs and maintenance of tenants, shared owners and owners of housing properties managed by Viewpoint. *(Referred to collectively as Customers throughout this policy unless there is a specific reason to specify otherwise)*
- Ensure that investment in and management its housing stock complies with the requirements of the Scottish Social Housing Charter, Scottish Housing Quality Standard (SHQS) and other relevant standards.
- Effectively manage, maintain, and sustain the functionality and integrity its housing assets and related component parts in line with the approved Asset Management Policy and Strategy.
- Deliver high levels of customer satisfaction.
- Deliver value for money.

Additionally the Policy seeks to ensure that the surrounding environments for which Viewpoint is responsible contribute to the creation and sustainment of safe high quality neighbourhoods.

## 2.0 Policy Aims and Objectives

The policy aims to support a progressive shift towards a more efficient balance of spending from reactive response repairs to proactive planned maintenance.

In carrying out its repairs and maintenance responsibilities Viewpoint will:

- Meet its legal and contractual obligations, both as landlord and managing agent.
- Conform to the requirements of the Scottish Social Housing Charter and Scottish Housing Quality Standard.
- Seek to benefit from available good practice, guidance and advice where it can support the improvement of services.

The specific objectives of this policy are to:

- Provide a high quality, accessible and efficient service focused on the health, safety, comfort and convenience of the customer.
- Deliver repairs right first time wherever possible.
- Support the delivery of value for money.
- Provide the basis for the development of service standards and performance measures for the delivery of services within the resources available including adherence to the Right to Repair scheme criteria and timescales.
- Ensure that performance is continuously improved by monitoring service delivery and learning from customer feedback.
- Provide a foundation for the involvement of customers in the development and monitoring of the repairs and maintenance service.
- Focus on the customer experience by delivering high standards of customer care and satisfaction.
- Meet Viewpoint's responsibilities to customers as required by law and as described in their Tenancy Agreement or other applicable contract.
- Ensure that the contractual obligations of customers for the effective repair and maintenance of their homes are clearly established.
- Define the responsibilities of customers and Viewpoint in relation to reactive maintenance and be open and accountable for all decisions.
- Ensure that safeguarding the health and safety and security of customers, members of the public, employees and agents and the buildings which they occupy and work in are prioritised.

### **3.0 Legislation, Regulation and Related Policies**

In delivering its obligations under this policy, Viewpoint will meet the relevant requirements of:

- The Housing (Scotland) Act 2001, 2010 and 2014.
- The Scottish Secure Tenants (Right to Repair) Regulations 2002.
- The Gas Safety (Installation and Use) Regulations 1998 and 2018 Amendment.
- Control of Asbestos Regulations 2012.
- Electricity at Work Regulations 1989.
- IEE Wiring Regulations 18th Edition.
- Management of Health and Safety at Work Regulations 1999.
- Provision and Use of Work Equipment Regulations 1998.
- Human Rights Act 1998.

- Building Standards (Scotland) Amendment Regulations 2001.
- Equality Act 2010.
- Data Protection Act 2018.
- UK General Data Protection Regulations.
- The Charities and Trustee Investment (Scotland) Act 2005.
- Scottish Housing Quality Standard.
- Scottish Social Housing Charter for Registered Social Landlords in Scotland 2022.
- Scottish Government National Outcome.
- Relevant deeds of condition.
- Any Factoring Agreements developed by Viewpoint.
- Any Exclusive Occupancy Agreement with sharing owners.
- Asset Management Policy.
- Health and Safety Policy and sub-policies.
- Procurement Policy.
- Void Policy and Lettable Standard.
- Procurement Policy.

#### 4.0 Sources of Funding and Investment

The repair and maintenance activities described in this policy will be funded from:

- Rental Income.
- Service Charge Income where appropriate.
- Licence and lease income.
- Recharges applied to current and former customers.

Viewpoint will ensure that adequate funding is included in its Financial Plan to implement this policy.

Annual budget allocations for repairs and maintenance will be determined with reference to available finance and guided by historical repairs information, updated stock condition data reflecting the impact of ongoing planned works programmes and identified future investment needs.

## 5.0 Insurance

Viewpoint will ensure that adequate building and other appropriate insurances are in place to support this policy.

Viewpoint does not insure the contents of a house or the personal possessions of the household and customers are strongly advised to do so by insuring personal possessions against loss by fire, flood, theft, accident etc.

## 6.0 Health and Safety

Viewpoint's Health and Safety Policies will be applied where relevant to all aspects of the implementation of this policy.

## 7.0 Consultation

This policy has been developed in consultation with employees, customers and other stakeholders.

## 8.0 Categories of Repairs and Maintenance

Our repairs and maintenance responsibilities cover works that require immediate or early response to rectify a defect (Response Repairs), works that are repetitive in nature (Cyclical Maintenance), more major works affecting groups of properties (Planned Maintenance) and miscellaneous minor works that are not essential that can be grouped together and carried out on a planned basis outside of the general Response Repairs timescales (Batched Maintenance).

### *8.1 Response Repairs*

Response repair requests will be processed in accordance with this policy which details the response repair categories and works included in each category (Appendix 1), division of responsibilities between landlord and customer (Appendix 2), response times and rechargeable items.

Viewpoint will aim to respond to and complete requests for response repairs in each of the sub-categories within the following timescales:

- Emergency Repairs

The contractor will be required to **attend within 2 hours of the repair being reported** and will attend to repairs to make safe immediately on attendance and, as far as possible, complete permanent repairs within 24 hours. If it is not possible to complete the permanent repair within 24 hours the contractor will contact the Association to explain the position and make alternative arrangements.

Viewpoint will require any of its repair and maintenance contractors to provide an emergency repairs service 24 hours a day, 7 days a week.

- Urgent Repairs

Urgent repairs must be responded to and completed within 3 working days.

- Routine

Routine repairs must be responded to and **completed within 15 working days.**

Contractors are required to inform Viewpoint within one working day of completion of emergency repairs and within five working days of the completion of all other categories of repair.

### ***8.2 Batched Maintenance***

These are other general and preventative minor maintenance works required to the common parts of developments or to a group of individual properties that can more efficiently organised as a single package of minor works.

By allowing more time for inspection, specification, procurement, organisation of labour and materials this Batched Maintenance supports the efficient delivery of works and will help reduce future response repairs demand

We will inform affected customers when we elect to do this with a proposed timescale for completion. We will strive to **complete packages of batched maintenance works within 3 months** of notification by the Assets Department, subject to availability of resources.

Examples of batched maintenance works include:

- minor maintenance or improvement of paths and steps
- minor patching and pointing of external walls.
- minor maintenance and upgrades of kitchens.
- minor maintenance or refurbishment of walls, fences and gates
- Plasterwork patching of minor cracks
- minor paintworks
- minor adjustments to doors and windows including preventative replacement of ironmongery

### ***8.3 Major and Specialised Works***

Where it is apparent that the specialised nature or scale and estimated cost of works required to fully address an identified defect requires a more focused approach to further investigation, specification, planning or procurement of appropriate contractors, we may designate that job as Major or Specialised Works.

As with Batched Maintenance, customers will be given a revised timescale for completion and the approved repair response timescales set out in paragraph 8.1 will not apply. We will **aim to complete Major or Specialised Work within 3 months** where possible.

Any interim works required to ensure that the customer's property remains safe and habitable pending delivery of a full solution will be carried out in accordance with paragraph 8.1.

### ***8.4 Cyclical Maintenance***

This comprises work done on a regular timescale to maintain the general

condition of the property. Examples of items typically included in our cyclical maintenance programme are:

- Landlord health and safety risk assessments, inspections, testing and servicing.
- Gutter cleaning.
- External and communal internal painter work.

### ***8.5 Planned Maintenance***

Planned maintenance work is intended to prolong the useful life of properties and their component parts

Examples of items typically included in our planned maintenance programme are:

- Replacement kitchens and bathrooms.
- Replacement central heating boilers.
- Replacement doors and windows.
- Replacement central heating systems.
- Renewal of electrical fittings.
- Replacement roofing

We will aim to organise upcoming planned works into a rolling three year programme and share that with customer through the tenant newsletter and website. Individual tenants will be directly notified and consulted in advance of specific planned works to their homes and complexes.

### ***8.6 Safety Servicing, Inspections and Remedial Works***

We will carry out works including essential safety inspections, risk assessments, testing and follow up remedial works as set out in the Health and Safety Policy and specific landlord health and safety policies covering gas safety, electrical safety, fire safety, water safety, asbestos safety and lifts safety.

Health and safety repair and maintenance works most directly affecting customers in their own homes are as follows:

- *Gas Safety Checks and Maintenance*

Viewpoint will meet all statutory duties in relation to Gas Safety Management and associated health and safety legislation. This will include an **annual safety check** of all gas systems in customers' homes and the keeping of detailed records and monitoring systems. Most remedial works are completed at the time of the safety check but more extensive repairs and replacements may require additional time to order replacement parts.

- *Servicing of Electrical Installations*

There is a current statutory requirement for a five-year inspection cycle of electrical installations. Viewpoint will ensure that such inspections are carried out on individual properties and communal areas and the necessary administrative systems are put in place to fulfil these obligations. Essential Category 1 works will



be completed at the time of the inspections where possible or as quickly as possible thereafter if parts need to be ordered or it is not convenient for the customer or not practicable for the contractor to do those works at that time.

Category 2 and 3 remedial work will be completed as part of a programme of remedial works agreed with and approved by the appointed electrical engineering contractor responsible for the inspection.

### ***8.7 Defects***

For a period (normally **six months or one year**) after completion of a new development or conversion/remodelling of a property, the original contractor may be liable for rectifying defective work at no cost to Viewpoint.

'Latent Defects' are serious faults which are discovered after the expiry of this defects liability period. Under certain circumstances it may be possible to lodge a claim against the original contractor, or one of the consultant firms involved in the design, for the cost of remedying the defect.

We will ensure that we pursue our rights where applicable.

## **9.0 Service Delivery**

Repairs and maintenance will generally be carried out by contractors appointed by and working on behalf of Viewpoint. Some minor works may be carried out by Viewpoint staff.

Our procurement policy and processes will require our contractors to operate in accordance with Viewpoint's vision and values to ensure that our repairs and maintenance responsibilities as a landlord and commitments to customers are fulfilled.

We will ensure that there is regular dialogue with our contractor, primarily at formal contract meetings, on all aspects of their service including in particular completion of work within the contracted timescales, management of variations between what was ordered and what was delivered and a commitment to achieving continuous improvement. Their broader responsibilities are set out in the code of conduct that every contractor working on behalf of Viewpoint must adhere to. (Appendix 3)

Viewpoint also employs a small team of Maintenance Technicians/Handypersons who will carry out minor repairs and maintenance works and checks in and around our housing complexes.

All Viewpoint employees will be expected to adhere to the Code of Conduct for Staff at all times in the fulfillment of their duties.

## **10.0 Relet Repairs/Void Works**

Our approach to the repair and maintenance of void properties is set out in the approved Void Policy and Lettable Standard.

## **11.0 Customer Service**

### ***11.1 Customer Communications***

This policy will be made available on our website and will be made available in other languages or in other formats when requested.

The main terms of this policy will be set out in the tenants' handbook with updates in newsletters where appropriate.

### ***11.2 Reporting Repairs***

Customers and staff may report repairs by:

- telephone.
- email either direct or via the website.
- via an on-site Housing Co-ordinator.
- letter.
- via the Telecare service for out of hours emergencies.

Viewpoint may arrange an appointment to visit the property to carry out an inspection if required.

Customers will receive confirmation of the action to be taken by Viewpoint. This will include confirmation of the work instructed, the priority attached to the work and target timescales for the works completion.

We will appoint a suitably qualified and experienced Telecare service provider to manage emergency repair requests that arise outside of our regular office hours. Our appointed repairs and maintenance contractors must be available by telephone at all times in order that emergency repairs can be instructed.

Customers will be invited to report on satisfaction by completion of a repairs satisfaction survey following completion of the repair.

Viewpoint, in arranging for these repairs, will also meet the specific requirements of the Right to Repair scheme introduced through the Housing (Scotland) Act, 2001.

### ***11.3 Appointments and Access***

The Assets Team or its nominated contractors will arrange appointments with customers for undertaking all repair work in occupied properties where the work requires internal access. Viewpoint will generally only offer appointments during weekday office hours.

If the contractor attends an appointment and cannot gain access, a card should be left with contact details requesting that the customer makes contact within 48 hours to make an alternative appointment.

Customers may be subject to recharge of costs if they fail to allow access at the appointed time. Should it become necessary, access may be pursued via the No Access Policy.

### ***11.4 Planned and Cyclical Works***

Customers will be given advance notice of cyclical and planned maintenance work.

A rolling three year planned maintenance programme will be updated on an annual basis and details of proposed works will be issued to customers and posted on the company website. Wherever possible they will be consulted on the works and, where practicable, given a choice e.g. in the colour of a new kitchen.

On completion of works customers' views will be sought via a customer satisfaction survey. This information will be used to assess the performance of contractors and to bring about service improvements in future. Customer groups will also be involved in providing feedback and developing policy in relation to planned maintenance.

## **12.0 Quality Assurance and Performance Monitoring**

Key Performance Indicators (KPIs) are included in all main repair and maintenance contracts performance against which are reviewed at regular contract meetings. Those KPIs primarily focus on the achievement of customer service standards and customer satisfaction.

High level KPIs are regularly reported to the Executive Team, Operations Committee and Board for review.

The following specific operational controls will be applied:

### ***12.1 Instructing Works***

Where possible Viewpoint will seek to agree a schedule of rates (SoR) with appointed contractors. The SoR will define and specify the detailed works required for a range of jobs that the contractor will be expected to undertake. Agreed rates for each job in the SoR will be agreed at the start of the contract and reviewed annually.

Viewpoint will endeavor to ensure that works ordered from the SoR most accurately reflect the actual works required.

Where works are commissioned without an agreed SoR in place, Viewpoint will seek quotations for works in advance, especially in relation to Major and Specialist works.

### ***12.2 Variations***

Viewpoint will monitor variations to works orders as part of the KPI process and contractual agreements with its appointed contractors and will report on performance against agreed KPIs to Board on a quarterly basis.

Works ordered may be varied for a variety of reasons and, except where the contractor has been given flexibility to vary works ordered within agreed limits, will require prior authority to proceed.

Control of variations will be managed in accordance with the Repairs Variations process.

### ***12.3 Inspections***

For response repairs, Viewpoint may pre-inspect repairs, where deemed necessary, prior to issuing an instruction to a contractor. Examples of repairs to be inspected are:

- Repairs costing over £750.
- Repairs where the Customer has given insufficient information to determine what works are required.
- Repairs where there is dampness or condensation reported.
- Repairs required in recently relet properties.
- Repairs covered by the Right to Repair where inspection is considered necessary.

On completion, Viewpoint will aim to post-inspect approximately 10% of repairs prior to accounts being passed for payment including where:

- The cost of the repair exceeds £750.
- Follow up work may be required.
- The customer reports that the quality of workmanship is unsatisfactory.
- A works order has been significantly varied due to additional work or revised specification.
- In order to check quality of work on a random sample of repairs.

A detailed procedure for carrying out pre and post inspections is separately available, including access/appointment arrangements.

#### ***12.4 Contractor Performance Monitoring***

All contractors employed to provide repairs and maintenance services must be Approved Contractors in line with Viewpoint's Procurement Policy.

Viewpoint will meet regularly with relevant contractors as required to review performance in line with the contract. The following will be reviewed:

- Progress of works and delays.
- Quality of performance – complaints.
- Performance against KPIs and in particular response and completion times.
- Standards of materials and workmanship.
- Health and safety.
- Customer satisfaction.
- Work capacity and planning.
- Financial control.
- Variations of works orders by the contractor.
- Administration arrangements e.g. invoicing etc.

#### ***12.5 Customer Performance Scrutiny***

Our customer performance volunteers review our performance with reference to this and related policies, procedures and programmes with a focus on the Annual Return on the Charter (the ARC).

Individual customers will be surveyed regarding their satisfaction with the quality of individual repairs and after planned, cyclical and refurbishment works. New customers will be asked to rate their satisfaction with their new home.

### **13.0 Right to Repair**

Certain qualifying repairs fall under the terms of Right to Repair Regulations. Where these arise tenants will be told of their right to have the repair undertaken within the given timescales or to instruct another contractor (name and contact details provided by Viewpoint) to undertake the work up to the value of £350.

A list of eligible Right to Repair repairs is set out in Appendix 4.

If the repair is not completed within the required timescales, tenants will be entitled to compensation of £15 plus £3 for every working day over the maximum period until the repair is completed up to a maximum of £100.

Certain exemptions apply and staff will need to refer to a detailed procedure in all right to repair cases. The regulations require that tenants are advised once per year that these regulations exist and the list of contractors that can carry out the qualifying repairs.

Further information on the Right to Repair Regulations is included in the Tenants' Handbook and a Scottish Government tenants' guide is published on the Viewpoint website.

### **14.0 Rechargeable Repairs**

Viewpoint provides a comprehensive repairs service with a limited number of items being considered to be the responsibility of the customer.

A clear division of responsibility between landlord and tenant is set out in the Tenants Handbook and in Appendix 2.

Viewpoint is committed to providing its customers with an efficient and effective repairs and maintenance service that delivers value for money. It is not fair that the costs incurred as result of the wilful, negligent or accidental actions of a minority of customers should be met by all other customers.

Under such circumstances, the customer will be advised of the estimated cost of replacement or repair and required to lodge this sum with Viewpoint prior to work proceeding.

A final account will then be processed when the work is complete.

Our approach to recharging customers is summarised as follows:

### ***14.1 Customer Damage or Neglect***

If a repair has arisen because the customer has not taken proper care of the property or because they, a member of their household or a visitor has damaged it, the customer will be held liable to either:

- Repair the damage to a standard acceptable to the Association
- If we have to carry out the work, pay the costs incurred

### ***14.2 Lost Keys and Entry Damage***

Customers are responsible for their own door keys. The responsibility for the cost of replacing lost keys lies with the customer. Where suited keys are lost then these will be replaced by the Association but at the customer's expense.

Customers will be recharged for any costs associated with securing access to their homes and for any costs associated with repairing damage caused by their own attempts to regain entry to their homes.

### ***14.3 Access***

When customers agree to an appointment at a specific date and time but do not provide access, they will be charged for the call out, including any travelling time. Recharging the tenant is subject to collating evidence of the appointment being agreed with the tenant.

### ***14.4 Criminal Damage***

Where customers have been a victim of criminal damage, the Association may pay for the repair providing it has been reported to the police and a valid crime reference number has been issued.

### ***14.5 Emergencies and Other Exceptions***

In an emergency situation and at the discretion of the Viewpoint officer on call, the recharges procedure can be suspended but vigorous efforts will be made to recover costs after the event.

The Association will take into account any other exceptional circumstances where appropriate and may agree to waive or defer recharges in such cases.

## **15.0 Alterations and Right to Compensation for Improvements**

Customers may wish to carry out alterations and/or improvements. Viewpoint's written permission must always be obtained before any improvements or alterations are carried out.

Legislation introduced in 2002 gives social housing tenants the right to receive compensation for certain improvements they have carried out to their homes when their tenancy ends. The legislation establishes the qualifying improvements, the notional life of the improvement, the formula for calculating compensation, minimum and maximum amounts payable, timescales for processing claims and the various qualifications that apply. Staff will therefore need to refer to a detailed procedure on the subject if a claim is received. Tenants will be provided with information in the Tenants' Handbook.

### **16.0 Equality and Diversity**

This policy meets the aims of Viewpoint's Equality and Diversity Policy. All employees and contractors are required to adhere to the principles of this Equal Opportunities and Diversity Policy.

### **17.0 Confidentiality**

All information provided to Viewpoint and contractor(s) in connection with this Policy will be used only to fulfill the obligations of the policy.

Viewpoint will ensure that the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulations are recognised and met in respect of the implementation of this policy.

## Appendix 1

### CATEGORISATION OF REPAIRS

#### Emergency Repairs

Emergency repairs are restricted to fire and flood or where the circumstances constitute a safety hazard.

Right to Repair items with a one day response time will also be categorised as emergencies.

- Fire
- Flood including significant leaks or flooding from water or heating pipes, tanks, cisterns
- No electricity (excluding energy supplier power cuts)
- No gas
- No water
- No hot water
- No heating
- Board up/make safe
- No access to property (lost keys etc.)
- Inability to close/lock external doors or windows at ground level
- No lighting in stairwell
- Blocked flue to open fire or boiler
- Blocked or leaking foul drains, soil stacks or toilet pans (where no other toilet in house)
- Toilet not flushing (where no other toilet in house otherwise routine repair)
- Blocked sink, bath or basin
- Unsafe access path or step
- Unsafe power or lighting socket or electrical fitting

#### Urgent repairs

- Faulty sockets, switches or light pendants/batten fittings
- Faulty storage heaters
- Faulty smoke/carbon monoxide detector (aim to address within 1 working day)
- Faulty door entry system (aim to address within 1 working day)
- Faulty alarm call pull cord fittings (aim to address within 1 working day)
- Partial loss of water supply
- Loose or detached banister or hand rail
- Unsafe timber flooring or stair treads
- Storm damage (make safe)
- Inspection of dampness and mould and any first response treatments.
- Removal of offensive or hateful graffiti.

#### Routine Repairs

All other necessary response repairs i.e. repairs to defects that would cause continuing inconvenience or discomfort to customers if they were not addressed within the maximum completion time target for routine repairs.



## Appendix 2

### DIVISION OF LANDLORD AND TENANT REPAIRS RESPONSIBILITIES

| Item                                       | Viewpoint | Tenant | Exceptions   |
|--|-----------|--------|--|
| Balconies                                  |           |        |  |
| Bannister (internal)                       |           |        |  |
| Baths                                      |           |        |  |
| Bin Stores                                 |           |        |  |
| Brickwork, blockwork, etc                  |           |        |  |
| Ceilings                                   |           |        |  |
| Chimney stacks/pots/cowls                  |           |        |  |
| Cisterns                                   |           |        |  |
| Clothes pole                               |           |        |  |
| Cookers - only where provided by Viewpoint |           |        |  |
| Communal areas to flats                    |           |        |  |
| Communal TV systems                        |           |        |  |
| CO2 detectors                              |           |        |  |
| Damp-proof courses                         |           |        |  |
| Decoration - internal                      |           |        |  |
| Decoration - external                      |           |        |  |
| Door bell                                  |           |        |  |
| Door entry system/intercom                 |           |        |  |
| Doors to common areas inc. fire doors      |           |        |  |
| Doors/door fittings - external             |           |        | Where damage caused by tenant  |
| Door locks                                 |           |        | When tenant has lost or broken the key                                       |
| Doors - internal                           |           |        | Where damage caused by tenant  |
| Down pipes, rain and soil                  |           |        |  |
| Drainage- Blockage in internal wastepipes  |           |        | Where blockage caused by tenant's actions this is the tenants responsibility |
| Drainage - Excluding above                 |           |        | Tenant may be recharged if at fault  |
| Driveways (for cars)                       |           |        | Where part of pedestrian access to house                                     |
| Drying areas                               |           |        |  |

|   |  |  |   |
|---|--|--|---|
| Electric plugs (not sockets)                                |  |  |   |
| Electric installation inc.fittings,sockets and switches     |  |  | Where fittings, sockets or switches installed by tenant   |
| Electric showers  |  |  | Unauthorised installations and those not adopted by the Association for maintenance                         |
| Fascia, soffit boards, etc                                  |  |  |   |
| Fences and walls - garden boundary                          |  |  |   |
| Fences and walls - between gardens                          |  |  | Only when provided by the Association   |
| Floor tiles   |  |  | Except where asbestos is known or suspected   |
| Floorboards   |  |  |   |
| Foundations   |  |  |   |
| Gas central heating/pipes/radiators/timer/pumps/thermostats |  |  | Unauthorised installations and those not adopted by the Association for maintenance                         |
| Gas piping  |  |  |   |
| Garages   |  |  |   |
| Garden huts   |  |  |   |
| Gates   |  |  | Only when provided by the Association   |
| Graffiti removal  |  |  | Recharges may apply caused by tenant, member of their household, or invited visitor to their home.          |
| Hatch to loft (communal or individual)                      |  |  |   |
| Handrails - external  |  |  | Only where provided by the Association  |
| Immersion heaters   |  |  | Unless unauthorised installation by tenant  |
| Keys (replacement)  |  |  | Recharges may apply where keys have to be provided by the Association                                       |
| Kitchen fittings and worktops                               |  |  | Unauthorised installations, those not adopted by the Association for maintenance or damage caused by tenant |
| Lifts   |  |  |   |

|  |  |  |   |
|--|--|--|---|
| Light bulbs and fittings in tenants' homes |  |  | Sealed bathroom units will be repaired or replaced. Bulbs in standard bayonet or pendant fixings will be replaced where ceiling is over 10 ft. high or where the tenant is unable to carry out replacement due to disability or infirmity |
| Overflow pipes                             |  |  |   |
| Parking area (communal)                    |  |  |   |
| Paths                                      |  |  |   |
| Plaster and plasterboard                   |  |  | Except where damaged by tenant  |
| Pumps                                      |  |  | Unless unauthorised installation by tenant  |
| Radiators                                  |  |  | Unless unauthorised installation by tenant  |
| Rotary clothes lines - exclusive use       |  |  |   |
| Rotary clothes lines - communal            |  |  |   |
| Roofs, roof tiles/slates, roof lights      |  |  |   |
| Roughcast                                  |  |  |   |
| Sink bowl and drainer                      |  |  |   |
| Skirting boards                            |  |  |   |
| Smoke/heat detectors                       |  |  |   |
| Stair lighting                             |  |  |   |
| Taps                                       |  |  |   |
| Toilet pan and cistern                     |  |  |   |
| Toilet seats in tenants home               |  |  |   |
| Toilet seats in communal bathrooms etc     |  |  |   |
| Ventilators and fans                       |  |  | Unless unauthorised installation by tenant  |
| Wash hand basin                            |  |  |   |
| Washer on taps                             |  |  |   |
| Waste plugs/chains to basin/bath/sink      |  |  |   |
| Water heating                              |  |  | Unless unauthorised installation by tenant  |
| Water supply                               |  |  |   |
| Window frames, sills and fittings          |  |  |   |

## **Appendix 3**

### **CONTRACTOR CODE OF CONDUCT AND SERVICE STANDARDS**

#### **1. Good Practice Requirements**

Staff must:

- be prompt when an agreed time has been organised to have Works undertaken;
- be clean, properly dressed, taking off soiled shoes or boots before entering the Customer's home;
- not smoke in any Customer's homes or at all whilst working on the Contract;
- not consume alcohol or classified whilst at work or working on the Contract and not be under the influence of alcohol, classified drugs or other drugs or medication which would affect their ability to deliver the Works;
- respect any reasonable cultural or religious requirements the Customer may have;
- discuss the Works with the Customer on arrival, agree how they are to proceed and keep the Customer regularly updated on the progress of the Works, particularly where their completion will require more than one visit;
- not play radios, CD players, cassettes, ipods, MP3 players or any other music production equipment or use headsets in any Customer's home;
- always use dust sheets where mess is likely to result from the Works;
- always leave a calling card if the Customer is not in when access is required;
- carry identification at all times;
- always show identification cards before seeking entry for the first time;
- be polite and courteous to Customers and members of the community;
- never use bad language or speak in a way which may cause offence to a Customer or member of the community;
- always clear up promptly any mess left as a result of the Works;
- not use any of the Customer's facilities without their prior permission;
- take all reasonable steps to ensure the security of the Customer's property and possessions; and
- remember at all times that although a Property is owned by the Client, it is someone's home, and must be treated as such.

#### **2. Equality and diversity**

Staff must comply with the Client's Equality and Diversity Policy.

#### **3. Inducements**

Staff must not offer or give any:

- inducement or encouragement to any Customer to seek to influence the ordering of Works;
- gift or gratuity (e.g. seasonal 'perks') to any of the Client's staff.

#### **4. Staff relationships with the Clients**

Under no circumstances must any member of the Service Provider's or a Subcontractor's Staff be:

- a councillor or board member of the Client (as applicable), or
- an employee of the Client;
- a close relative of or have a close personal relationship with any member of the Client's staff, councillor or member of the Client's board (as applicable).

**Note:** A "close relative" is a person's spouse, civil partner, parent, grandparent, child, grandchild (including an illegitimate child or grandchild), brother or sister. Although technically it does not include any relationship that is not by blood, marriage or civil partnership, any person with whom the Client's councillor, board member or member of staff has a close personal relationship should be treated as though they were a close relative.

The Service Provider must inform the Client's Representative in writing immediately if the Service Provider employs or becomes aware that a Subcontractor is employing any person who falls into any of the above categories.

#### **5. Private Work for Client's Staff**

No work is to be undertaken privately for a member of the Client's staff, or their close relatives.

#### **6. Private Work for Customers**

Any private work undertaken for a Customer must be on a completely separate basis with no Client involvement, or responsibility for payment.

It is the responsibility of the Customer to obtain permission from the Client to carry out any Works of a structural nature to the Property. The Service Provider must ensure that the Client's Representative is aware of any intention to carry out such work.

#### **7. Comfort, safety and security**

Particular care must be taken to ensure the comfort, safety and security of Customers and adjoining householders during the Works. All necessary reasonable action must be taken to ensure the well-being of both the Property worked on, and adjoining properties.

#### **8. Explanation**

The Works, working methods and programme must be explained to and discussed with the Customer before the Works commence, so that they can work with Staff to minimise inconvenience to both parties and understand the nature and extent of Works.

#### **9. Children**

Particular care must be exercised when the Works are carried out in the vicinity of small children. Sharp tools and toxic substances must be kept well out of reach.

#### **10. Vulnerable Customers**

Particular care and consideration is required when working in the home of an elderly

Customer or a Customer with a disability, particularly with regard to:

- restricting or impeding movement around the Property;
- Equipment (tools) and Materials left lying on floors; and
- maintaining acceptable levels of warmth and comfort.

#### **11. Inability to undertake the Works**

If for any reason the Service Provider is unable to undertake specified Works on any Property, the Client's Representative must be informed immediately.

#### **12. Staff safety**

If Staff encounter a particular difficult or a potentially violent situation they must leave the Property immediately and contact the Client's Representative as soon as possible.

#### **13. Services**

Due notice must be given to the Customer whenever it is necessary to disconnect services or interrupt the use of access or amenities, and such interruption should be kept to a minimum.

#### **14. Consents**

The Service Provider must obtain any statutory consents needed for the Works (e.g. for scaffolding on a pavement) before the Works commence and ensure that any statutory notices (e.g. building regulations) are served as appropriate.

#### **15. Hours of working**

No Works may be undertaken outside the Service Provider's Permitted Working Hours or on any days other than the Working Days specified in the Contract.

Where the Contract Details allow for Works at unsocial hours, due notice of those Works must be given to Customers and their neighbours.

#### **16. Keyholding**

All Works should be done or access obtained to the Property when the Customer is present. Arrangements for keyholding or unaccompanied access should be discouraged, or if absolutely necessary, kept to a minimum.

Where the Service Provider holds the keys to any Property, this is at the sole risk of the Service Provider. The Service Provider must never hold the keys of an occupied Property without the specific agreement of the Customer.

#### **17. Confidentiality**

Staff must not discuss matters concerning the Client's business or concerning other Customers, other Properties or other contractors with Customers. Any enquiry from a

Customer or others concerning the Client's business should be diplomatically redirected to the Client.

The Client will regard it as a serious breach of contract if Staff discuss any confidential matters with Customers or the public.

**18. Access**

When arrangements for access cannot be made by telephone, the Service Provider must either email, write to or call on the Customer to make access arrangements to carry out the Works. If necessary, a card should be left with a request to contact either the Client's Representative or the Service Provider directly. The Service Provider must use translation facilities where necessary.

The Service Provider must inform the Client's Representative as soon as possible of any failure of a Customer to allow access at the agreed time. In exceptional circumstances, the Client's Staff will accompany Staff to a Property if this is requested in advance.

**19. Completion**

On completing or ceasing work for the Client, the Service Provider must hand back any keys, plans, specifications, other documents or equipment issued by the Client.

**20. Voids**

The Service Provider must obtain the Client's written permission before removing any property belonging to the previous Customer from a Void Property.

The Service Provider must take a proper inventory of any property so removed. Clear instructions should be agreed with the Client regarding its disposal.

**21. Complaints**

Any complaint from a Customer must be referred immediately to the Client's Representative.

**22. Subcontractors**

The requirements of this Code of Conduct apply equally to Subcontractors.

## Appendix 4

### Right to Repair – Qualifying Repairs

The Right to Repair Scheme covers certain repairs up to the value of £350. These repairs are known as 'qualifying' repairs. They include:

- unsafe power or lighting sockets or electrical fittings;
- loss or part loss of electric power;
- loss or part loss of gas supply;
- a blocked flue to an open fire or boiler;
- external windows, doors or locks which are not secure;
- loss or part loss of space or water heating if no alternative heating is available;
- toilets which do not flush (if there is no other toilet in the house);
- blocked or leaking foul drains, soil stacks or toilet pans (if there is no other toilet in the house);
- a blocked sink, bath or basin;
- loss or part loss of water supply;
- significant leaking or flooding from a water or heating pipe, tank or cistern;
- unsafe rotten timber flooring or stair treads;
- unsafe access to a path or step;
- loose or detached bannisters or handrails; and
- a broken mechanical extractor fan in a kitchen or bathroom which has no external window or door.