

East Renfrewshire Council
Environment Department
Housing Service Repair Policy
(Revised November 2011)

1. Scope of the Policy

1.1. This policy describes the activities and responsibilities involved in delivering a repair service to both East Renfrewshire Council tenants and owners in “mixed tenure” properties.

1.2. Repairs may be reported to the Council or may form part of the Council’s long term plan to maintain and improve the quality and condition of the housing stock in East Renfrewshire.

1.3. Some repairs are deemed “necessary” by the council and must undertaken in order to maintain or preserve the condition of the property. A number of necessary repairs are further classified as “urgent” (“emergency repairs”) and must be undertaken immediately to address health and safety concerns or to prevent serious damage to the building or other structure.

1.4. The Council will ensure that no individual is discriminated against on the grounds of sex or marital status, on racial grounds, or on grounds of disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs, or opinions, such as religious beliefs or political opinions. The Council will ensure the promotion of equal opportunities by publishing information and documentation in different languages and other formats such as large print, audio or Braille as required.

2. Single Outcome Agreement

2.1. The Response Repair Policy will assist the Council to meet the aims and objectives detailed in the East Renfrewshire Single Outcome Agreement and East Renfrewshire Council’s Outcome Delivery Plan. In particular, it will assist the Council to provide decent and well maintained houses for all council tenants within well maintained properties, even where the Council share this responsibility with private owners.

3. Objectives and principles of the Housing Service in relation to repairs

3.1. As a Landlord, East Renfrewshire Council has a legal duty to ensure homes are kept wind, watertight and secure. Nothing within this policy alters changes or supersedes the terms, conditions or rights contained within the tenancy agreement or Title Deeds (where a property has been sold which are legally binding documents on all parties).

3.2. East Renfrewshire Council’s ‘Benchmark Standard’ states that the Council will ensure that their houses are maintained to the following criteria:

- Wind and watertight;
- Free from dampness;

3.3. The Council will endeavour to ensure all their houses are maintained to the following criteria:

- Safe and secure and have;
- Modern amenities (.e. kitchens, bathrooms and heating system).

3.4. The key elements of the repair service are:

- to provide an efficient, prompt and cost effective repair service,
- to provide straightforward access to report repairs
- to offer an appointment at a time convenient to the customer for all necessary response repairs which are classified as “not urgent” (ie not an emergency) and all repairs carried out under the Right to Repair Scheme (“qualifying repairs”).
- to promote understanding of the Council’s legal responsibilities and mutual obligations in relation to repairs
- to achieve high standards of customer care;
- to monitor the performance of the repair service to seek continuous improvement;
- to promote a service which reflects the Council’s commitment to equality of access to the repairs service for all tenants and to take account in particular the needs of vulnerable groups.

4. East Renfrewshire Council’s Obligations

4.1. East Renfrewshire Council’s obligations, as landlord and factor of the property, are as follows:

- to inspect the premises and common parts prior to the commencement of the tenancy and carry out such repairs to the premises and common parts as are necessary to ensure the property meets East Renfrewshire Council’s Letting Standard
- to keep in repair and proper working order the structure and exterior of the premises including drains, gutters and external pipes.
- to keep in repair and proper working order the installations owned or leased which directly or indirectly serve the house (e.g. for the supply of water, gas, electricity, sanitation in the premises, hot water heating, and space heating).
- to keep in repair and proper working order and if necessary replace the installations provided by the landlord for space heating and water heating on the premises.
- to provide and maintain the house so that any tenant can heat the house to a reasonable temperature at a reasonable cost, by keeping in repair and proper working order and where necessary replacing any gas appliance or heating system approved by the landlord.
- to act along with any other owners so as to keep the common parts of buildings in good order and repair including the entrance steps, common doorways, doors, entrance hall, passages, staircases, banisters, landings, windows, ceilings, roof, external walls, walls surrounding the close and all other parts of the building of which the premises form part including open areas and bin shelters.

- to ensure that all repairs are carried out to the standard of a reasonably competent trades person using good quality material.
- prior to the commencement of any major planned repairs to carry out maintenance, modernisation or improvement which is likely to affect their interests substantially, to consult with tenants or a properly constituted tenants association recognised by the landlord and to take their views into account.

5. Repair timescales

5.1. Before work is undertaken on a repair, it is categorised using set criteria to ensure that the repairs needs to be undertaken (ie is necessary) and that the most urgent repairs are undertaken first.

5.2. The response times listed below may, in certain circumstances, be flexible to enable the needs of an individual (eg aged, infirm, having a medical condition or young children) to be catered for.

5.3. Repair categories

| Internal Priority Code | Type of response | Timescale | General Description of Repair |
|------------------------|------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A2 | Emergency (including out of hours) | Make safe repair within 24 hours. | Repairs to make safe where there is a safety risk to the tenant, owner or member of the public (i.e. structural faults to the roof, walls). This type of repair also covers total failure of central heating systems, works to make property secure or to prevent further damage (e.g. broken window glass, burst pipes, loss of water, gas or electric supply) |
| A1 | Urgent | 10 working days by appointment at a time convenient to the tenant. | Repairs which if left unattended could lead to a deterioration in the property or result in a safety risk. |
| A | Cyclic | 25 working days | Internal or external repairs where there is no risk to the property or tenant/owner. |
| PW | Programmed Works | | Repairs undertaken as part of a programme or work and ongoing maintenance and improvement. |

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|----------------|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A4 A8 A9 | Right to Repair ("Qualifying Repairs") | | Qualifying repairs as specified in the Secure Scottish Tenancy – Right to Repair procedure. |
| | Necessary/non urgent repairs to common parts of the property (including roof, roughcast, gutters, close windows and doors) | Undertaken as part of the Council's Planned Programme of work | Owners will be notified between 12 – 24 months of planned work being undertaken. Information will be provided on costs, fees and the appointed contractor as soon as this information is available. |

6. Right to Repair

6.1. Under the Housing (Scotland) Act 2011, and the Scottish Secure Tenants (Right to Repair) Regulations 2002, Scottish secure and short Scottish secure tenants have the right to have small urgent repairs carried out by the Council (as landlord) within a legally set timescale. This is called the Right to Repair Scheme.

6.2. Certain repairs are covered by the "Right to Repair" Scheme which gives tenants statutory protection with regard to having specific repairs carried out. Repairs covered by these regulations are low value repairs, which if not carried out within a reasonable timescale, may jeopardise the health, safety or security of the tenant.

6.3. The regulations state that qualifying repairs should be responded to within a set timescale. If the Council or approved contractor fails to commence the works by the end of that time, the tenant is entitled to instruct one of the Councils 'Right to Repair' backup contractors to carry out the repair. Further information and a list of current approved contractor is available from the Housing Call Centre.

6.4. The tenant may also be entitled to compensation on those occasions when the original contractor failed to respond within the statutory timescale or indeed if the backup contractor also fails to respond within the timescale. Any payment entitlement will be forwarded to the tenant without the need for a payment request and will be determined on the criteria contained within the regulations.

6.5. The Right to Repair timescales contained within the legislation are as follows:

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| Right to Repair "qualifying repair" | Maximum period in working days from date immediately following the date of notification of qualifying repair or inspection. |
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| Blocked flue to open fire or boiler | 1 |
| Blocked or leaking foul drains, soil stacks or toilet pans where there is no other toilet in the house | 1 |
| Blocked sink, bath or drain | 1 |
| Loss of electric power | 1 |
| Partial loss of electric power | 3 |
| Insecure external window, door or lock | 1 |
| Unsafe access path or step | 1 |
| Significant leaks or flooding from water or heating pipes, tanks, cisterns. | 1 |
| Loss or partial loss of gas supply | 1 |
| Loss or partial loss of space or water heating where no alternative heating is available. | 1 |
| Toilet not flushing where there is no other toilet in the house. | 1 |
| Unsafe power or lighting socket, or electrical fitting. | 1 |
| Loss of water supply. | 1 |
| Partial loss of water supply. | 3 |
| Loose or detached banister or handrail. | 3 |
| Unsafe timber flooring or stair treads | 3 |
| Mechanical extractor fan in internal kitchen or bathroom not working. | 7 |

7. Customer access to the service

7.1. We will ensure that as many different methods are available to report repairs as possible. These will include:

- Telephone access via Customer First on 0141 577 3700
- Via housing staff – face to face
- In writing
- At Barrhead Headquarters and Council Headquarters in Giffnock
- Through local elected members
- Using e-mail
- Providing an out of hours service for emergency repairs

7.2. Repairs are undertaken as follows:

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| 08.00 am – 4.40 pm | Monday, Tuesday and Wednesday |
| 08.00 am – 3.30 pm | Thursday |
| 08.00 am – 2.30 pm | Friday |

7.3. An out of normal working hours service is available to act upon jobs of an emergency nature at night, weekends and all public holidays. The Service, operated by the CCTV Team, can be reached by telephoning freephone 08080 031601.

7.4. As the service is for emergencies only, staff will assist the person reporting the repair to determine if the repair needed is an emergency or not, and if so whether or not it

requires immediate attention or, even if it is an emergency repair, can be addressed as an emergency repair by the normal daytime service.

7.5. If needed, the CCTV Team will arrange to make the fault safe. The repair will be undertaken to ensure the property is wind and water tight and does not pose a danger to health and safety. The tradesmen will notify Customer First the next working day of any follow-on work required.

7.6. For East Renfrewshire Council tenants, all out of hours emergencies relating to gas boilers should be referred to Saltire on 08000 482710

8. How a repair will be dealt with:

8.1. The person reporting a repair should have the following information:

- Name/address and telephone number
- Details of fault/repair
- Details on access to the property (eg service buzzer)

8.2. On receiving a repair request the Customer First Officer will assess the repair under the following criteria and instruct the appropriate response from the Housing Service:

- Does the Council consider this repair “necessary” or “not necessary” in order to maintain the property or to ensure health and safety?
- Does the repair have to be undertaken very urgently? (ie as an “Emergency”)
- For council tenants, does the repair qualify under the Right to Repair scheme?
- For council tenants, has the repair arisen as a result of neglect or misuse?
- Responsibility – some repairs are the council’s responsibility while others are the tenants, or where the repair is to a common part of the building, all owners have a responsibility.

8.3. A repair receipt will be sent to tenants for “qualifying repairs” under the right to Repair Scheme. The receipt will provide:

- a brief description of the repair
- the priority assigned to the repair, including the date by which the repair should be completed and the date and time of an appointment if appropriate
- a contact name and telephone number

8.4. Where there are private owners in the property (“mixed tenure”), the Council will only undertake repairs which it considers to be necessary and urgent (ie emergency or urgent repairs) without contacting owners. Owners will receive a letter and invoice following the repair for the appropriate share of the total cost.

9. Pre inspection and post inspection of property by a Technical Officer

9.1. A Technical Officer may require to pre-inspect a repair prior to it being carried out in order to:

- determine if a major component requires renewing

- determine the problem in the event that the repair cannot be diagnosed from the information supplied when reporting the repair or in case the need to repair is a sign of further problems
- to assess for cause of damage where a chargeable repair is suspected; or

9.2. Tenants or owners will, where possible, be offered an appointment date and time (either am or pm) for these visits. The appointment date will be at the tenant/owner's convenience.

9.3. We will aim to pre inspect a repair within 5 working days of the repair being reported, subject to a suitable appointment time being arranged with the tenant or owner. An escalation procedure is in place should all pre-inspection time slots be fully allocated to ensure that, where possible, this target is achieved.

9.4. Technical Officers will carry out estate inspections at reasonable intervals to identify works, which require to be carried out.

9.5. After inspecting the repair, the Technical Officer will re-prioritise the repair if necessary and advise the tenant or owner of the revised completion timescale.

9.6. All void properties will be pre inspected prior to the commencement of any work and all void properties will be post inspected.

10. Arrangements for carrying out repairs for tenants

10.1. An emergency repair will, where possible, be carried out within 24 hours of the repair being reported. Due to the emergency nature of the repair, no appointment will be made and Customer First will have advised the tenant that access to the property must be available. If the trades person or contractor cannot gain access to the property a "no access" card will be left at the property asking the tenant to Customer First to re-report the repair. The repair request will be cancelled by the Housing Service.

10.2. Where possible, we will carry out necessary repairs categorised as "urgent" (A1) through an appointment system at a time and date agreed with the tenant. If the trades person calls at the property and the tenant is out or there is no reply, and the trades person is unable to contact the tenant, a "no access" card will be put left at the property asking the tenant to call the Housing Service Planning Team to arrange a second appointment. The repair job will then be cancelled as the tenant failed to make the appointment. For urgent jobs with fixed appointments the job will automatically be cancelled should the trades person be unable to access the property to undertake the repair.

11. Who is responsible for what repair?

11.1. Below is a list of the type of repairs, which the Council has deemed the responsibility of the tenant. Over and above this list, any repairs which are deemed to be a result of vandalism or neglect will either not be carried out or will be carried out and recharged to the tenant or, for common area repairs, all owners will be required to pay the appropriate share of the total cost.

11.2. A tenant or owner reporting a repair will be informed at the earliest opportunity if the repair requested is rechargeable and will be given an indication of the likely cost of that repair.

11.3. East Renfrewshire Council Tenants should also have consideration to the following issues:

- Pipe boxing, decorative tiles (floor and wall), carpets and laminate flooring, which have been installed by the existing tenant can prohibit access to the work area. If asked, the Council will remove these items as necessary to ensure repairs are properly undertaken. The Council will not be responsible for any damage caused during the course of any inspections, improvements or repairs
- Tenants are responsible for all internal decoration and any damage caused by the tenant to internal woodwork, internal doors and internal plasterwork. However, if this type of damage is reported to the Council, we will arrange a visit from a Technical Officers in case the damage is a sign of a more serious problem.

| Repair Category | Tenant Responsibility |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Security | Lost house, lock up, door entry & cellar keys |
| Bathroom | Bath and basin plugs and chains W.C seat All bathroom fixtures and fittings (including suites, showers and tiles) fitted by the tenants |
| Electrical Installations | Plugs and fuses Fluorescent light tubes and bulbs All appliances belonging to the tenant Individual TV aerial and aerial outlets Electric fires (if fitted by the tenant) Smoke alarm and carbon monoxide alarm batteries |
| Gas Installations | Any gas appliance and associated pipe work fitted by the tenant Relighting of pilot lights |
| Solid Fuel Heating | Any appliances and associated pipe work installed by the tenant |
| Kitchens | Any fitted kitchen and associated appliances fitted by the tenant including cookers, fridges etc |
| Plumbing | Blocked sink, if caused by the tenant Blocked toilet, if caused by the tenant |
| Miscellaneous Items | Individual TV aerials Internal decoration Facings and skirtings |

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| | Letter box and door bells Pulley repairs Clothes lines, cords Minor plasterwork repairs Minor pest infestation Driveways |
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11.4. Owners will be recharged for their share of any emergency or urgent repair which is undertaken to common areas. Other repairs to common areas will not be undertaken without checking the details contained in the Title Deeds of the owned property and the appropriate mandate being signed and returned to the Council. Further information should be sought from the Property Services Manager or other Property Services Team members regarding this.

12. Repairs versus renewal

12.1. Circumstances often exist whereby items due to be repaired are either un-repairable or we are unable to match the part being repaired to other fittings. Detailed below is a summary, although not prescriptive, of the actions, which will be taken in this type of situation.

- Front and Rear Doors - If an existing door cannot be adequately repaired or secured and presents a safety risk, the door will be renewed on a like for like basis.
- Windows - If an existing window cannot be adequately repaired or secured and presents a safety risk, it will be replaced in low maintenance white PVCu.
- Kitchen Units - An attempt will be made in the first instance to repair any failed parts, however, if this is not possible, we will either replace the part or renew the specific individual unit. We will attempt to source matching unit styles, colours and sizes. If an exact match cannot be sourced we will replace the unit with the closest match possible. If this is not acceptable to the tenant then the tenant can pay the balance to either have all the unit doors and drawer fronts replaced or to renew all units from our existing stock, up to the original number.
- Bathroom Fittings - An attempt will be made in the first instance to repair any failed fittings, if this is not possible we will attempt to source matching styles, colours and sizes. If an exact match cannot be sourced, we will replace with white. If this is not acceptable to the tenant, they can pay the difference and have the full suite replaced from our existing stock.
- Living Room Fires - Where there is an alternative source of heating within the home, the Council will generally arrange the removal of a living room fire

13. Response repairs to common (“mutual”) areas

13.1. Some blocks of flats have a mixture of privately owned properties and council owned properties (“mixed tenure block”). All home owners are responsible for repairs to communal areas and contributing their share of the cost.

13.2. Common parts of the building include the roof, roughcast, guttering, downpipes, entrance steps, close windows, door entry systems, communal drainage, close lighting and stairwell lighting, shared common pathways and fences. Repairs to these types of areas are known as “common” or “mutual” repairs.

13.3. The Council may carry out necessary repairs which it considers to be urgent (ie “emergency or urgent repairs”) without permission from owners to common areas in order to ensure that the property remains wind and water tight, is not further damaged and does not pose a risk to health and safety. Owners will be recharged the appropriate proportion of the cost for these repairs.

14. Keeping customers informed

14.1. Where a trades person identifies that further work is required to complete the repair, he/she will contact the Planning Team while still with the tenant to arrange a suitable appointment for the follow on work to be undertaken.

14.2. Where a repair requires follow on work to be undertaken, the responsible Technical Officer or the Planning Team will ensure that the tenant is kept informed. A telephone call to the tenant (or owner for common repairs) or, in some cases, a letter detailing the work required to complete the repair and the likely timescales involved, will be sent to the tenant.

14.3. Any formal complaint received will be co-ordinated by the Housing Improvement Team and will be investigated and responded to in accordance with the timescales set out in East Renfrewshire Council’s complaint procedure.

15. Further Information

15.1. Further information on the Housing Service Repairs Policy is available from the Property Services Manager.