

Title:	Repairs and Maintenance - Group Procedure
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#### Sanctuary Group

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- AG01 Code of Conduct for Operatives and Contractors
- AG02 Cancelling a Works Order Guidance
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# **General Information**

### 1. Objective of this procedure

- 1.1 The purpose of this document is to provide guidance for all staff involved in the repairs and maintenance service to ensure they deliver a prompt, efficient and customer focussed responsive repairs service that reflects good value for money.
- 1.2 Sanctuary will provide service users with adequate, clear and easily understood information. In particular, this will include:
  - the repairing obligations of both parties;
  - the anticipated response times for all repairs;
  - proactive communication for all repairs;
  - information on performance against targets;
  - provision of a comprehensive Repairs Handbook for all tenants (and a Homeowners Handbook for Homeowners); and
  - information about improvements and alterations that may be made to the property.

### 2. Legislative/Regulatory context

- Antisocial Behaviour Housing and Support Policy and Procedure
- Building Regulations Act 1984
- <u>Construction (Design and Management) Regulations 2007</u>
- Construction (Design and Management) Regulations 2015
- Control of Asbestos Regulations 2012
- Data Protection Act 2018
- Decent Homes Standard
- Defective Premises Act 1972
- Environmental Protection Act 1990
- Equality Act 2010
- <u>Housing Act 2004</u> incorporating the <u>HHSRS The Housing Health and</u> <u>Safety Rating System</u>
- Housing (Scotland) Act 2006
- Housing (Scotland) Act 2010
- Housing Grants Construction and Regeneration Act 1996
- Housing and Regeneration Act 2008
- Gas Safety (Installation and Use) Regulations 1998
- Housing Act 1985
- Housing Act 1996
- Landlord & Tenant Act 1985 (Section 11)
- Local Offers 2017-2020 (see page 2)
- Localism Act 2011
- <u>Health and Safety at Work Act 1974</u> (and all relevant regulations)
- Occupiers Liability Act 1957
- Permission for Improvements Sanctuary Procedure
- Regulatory framework for social housing in England (from 1 April 2015)
- Right to Repair Scotland
- Scottish Housing Quality Standards (SHQS)

- <u>Safeguarding Sanctuary Policy</u>
- Safeguarding Children Sanctuary Procedure
- Safeguarding Adults Sanctuary Procedure
- Voids, Allocations and Lettings Housing Policy and Procedure

#### 3. Responsibilities for implementation

3.1 The Chief Customer Officer and the Operations Director - Property Services have overall responsibility for the provision of the repairs and maintenance service and ensuring adoption of, and adherence to, this policy and its associated procedures.

#### 4. What's new - What's different?

- 4.1 September 2023 Formal review, with following amendments:
  - clarify repairs timescales and enhanced service for customers with vulnerabilities within section 5 and **Appendix 10**;
  - include additional examples of emergency repairs in section 5; and
  - clarify how customers are kept informed through the appointment process in **Appendix 10**.

#### 5. Repair categories

- 5.1 Diagnosed responsive repairs will be allocated a distinct priority category. This is to ensure that Sanctuary's response is proportionate to the urgency of the repair and is efficient through the optimum use of resources. These categories also assist Sanctuary to monitor performance and provide information to deliver consistently high levels of performance.
- 5.2 In circumstances where a service user has deliberately or falsely reported an out-of-hour's emergency repair, Sanctuary will expect the service user to pay any costs related to the call out.
- 5.3 Emergency repairs
- 5.3.1 These apply to any repairs necessary to remove a serious threat to the health and safety of the service user, members of their household, visitors, or the structure and fabric of their home. Sanctuary's response to all emergency repair requests is to attend and make safe the property within 24 hours of receipt of the repair request.
- 5.3.2 In Scotland, Sanctuary will aim to attend to an emergency repair and make the situation safe within six hours.
- 5.3.3 At the discretion of the relevant Executive Director or Operations Director, Sanctuary may need to access a property in order to make safe a repair that poses an immediate threat to the health and safety of service users or others residing in neighbouring properties or will cause substantial damage to the property. In such cases, Sanctuary will make every effort to contact the service user prior to entering the property.

- 5.3.4 Examples of emergency repairs include:
  - main drainage or sewer blocked;
  - damage to any ground floor windows, making them insecure;
  - insecure external door that inhibits the safety of the tenants and property;
  - where a lift within a block of flats is out of use;
  - any water leak coming through the ceiling;
  - no water supply; and
  - heating repairs (during the winter season) where there is no other heating.
- 5.3.5 A second appointment may be required to complete all remedial works following initial attendance.
- 5.4 Appointed repairs
- 5.4.1 These apply to all non-emergency repairs for which access to the property is required. Customer Services Centre (CSC) Officers will agree an appointment with the service user during the first point of contact, wherever possible.
- 5.4.2 Examples of appointed repairs include:
  - partial loss of electrical power;
  - partial loss of water supply;
  - taps that cannot be turned on or off;
  - leaking gutters;
  - roof leaks to garages or outbuildings; and
  - repairs to boundary walls.
- 5.4.3 Sanctuary aims to complete all appointed repairs within 45 days and at the appointment time originally agreed with the resident, with an enhanced service of within 28 days for residents with vulnerability as set out in section 5.5. If an appointment time is changed, the service user will be contacted to agree an alternative appointment. If the service user needs to move an appointment, they will be offered a suitable alternative, provided they give at least half a day notice. Sanctuary aims to complete all major repairs within 90 days.
- 5.4.4 For Scotland, Sanctuary applies both 'urgent' and 'routine' categories of repairs instead of a singular 'appointed' category:
  - Urgent repairs comprise works required to prevent further damage to the property or where required works are causing serious inconvenience, for example, partial loss of electrical power or taps that cannot be turned on or off. Sanctuary aims to complete all urgent repairs within three working days.
  - Routine repairs include works that are not causing damage to the property and do not pose a threat to the health and safety of the service user however, they cannot wait to be included in Sanctuary's Capital Reinvestment Programme. Sanctuary aims to complete all routine repairs within 20 working days.

- 5.5 Flexibility for vulnerable service users
- 5.5.1 Sanctuary will ensure that its repairs service is flexible towards the needs of vulnerable service users.
- 5.5.2 Where additional flexibility to repair priorities and services is required, Sanctuary will take into account the service users' needs and the severity of the situation; an appropriate action will be identified on a case by case basis.

#### 6. Right to Repair (only applicable to Scotland)

6.1 The Right to Repair Scheme (under the Housing Scotland Act 2001) gives service users with Scottish Secure Tenancies the right to have small urgent repairs, known as 'qualifying repairs' carried out by their landlord within a given timescale. However, there are conditions to this scheme. Please see Appendix 3 for further details.

#### 7. Access to properties - health and safety risks

- 7.1 Sanctuary may need to access a property in order to make safe a repair that poses an immediate threat to the health and safety of service users or others residing in neighbouring properties or is likely to cause substantial damage to the property.
- 7.2 In such cases, Sanctuary must take all reasonable actions to contact the service user, and the decision to access the property must be made by a senior member of staff (Executive Director or Operations Director). In addition, any damage caused by entering the property must be made good and all actions taken must be clearly documented.

#### 8. Unforeseen changes in service delivery

- 8.1 Despite best efforts to complete all repairs on time, this is not always possible. Some repairs require specialist parts to be ordered, or for specialist contractors to be called in. If these situations occur, Sanctuary must keep service users informed of the progress of their repair and provide an update when the work will be completed.
- 8.2 Where unforeseen events occur, Sanctuary may need to prioritise repairs; appointed repairs may be rescheduled. Should this happen, Sanctuary must give service users as much warning as possible.

# **Detailed Procedures**

Step	Action	Timescale
1. Repair requests and response times	<ul> <li>If the service user telephones the CSC, they will be offered an appointment at first contact. By all other methods (including via the website, email or in person), an appointment will be offered once the Works Order has been raised - if access to the property is required. If the system is unavailable at the time of the user telephone call, the appointment will be communicated to the user within 24 hours of contact. The CSC must ensure it: <ul> <li>identifies the tenure of the service user; and</li> <li>check whose responsibility the repair is using the available information on OneSanctuary and Appendix 1 as guidance.</li> </ul> </li> </ul>	Immediately Within 24 hours of contact During call
1a Identification of repair need	<ul> <li>The following must all be adhered to by CSC prior to ordering a repair/inspection:</li> <li>Repairs must be diagnosed as accurately as possible at the time of reporting the repair. The tenancy information must be consulted to ensure repairs are not being completed on gifted items.</li> <li>Installations still under warranty or guarantee - OneSanctuary must be checked at the time of raising the works order to ensure this is adhered too.</li> <li>Where there are serious or persistent repair issues, the record of 'repair history' must be consulted so as to assist with diagnosis and also to avoid wasted effort through unnecessarily repeated inspections by the Surveyor.</li> <li>CSC must contact the relevant Surveyor to discuss any issues/concerns relating to the above.</li> </ul>	All within 24 hours of telephone contact and before a works order is raised

Step	Action	Timescale
2. CSC assess repair information to determine who is responsible	A) Sanctuary is responsible for all repairs that are:	During the call or as soon as phone call has ceased
	<ul> <li>required due to normal wear and tear;</li> <li>repairs to the structure and/or exterior of the premises; and</li> <li>repairs to any installations in the property provided by Sanctuary.</li> </ul>	
	Note: For a more detailed list, see Appendix 1 - Repair responsibility table.	
	<b>Note:</b> Repair responsibilities will vary for Homeowners, see <b>Appendix 9</b> - Homeowners responsibilities and information.	
	<b>Note</b> : For details on repairs procedures for factored owners in Scotland, refer to the <u>Factored Owners - Scotland Policy and Procedure</u> .	
	B) Service users may request repairs resulting from:	Within 24 hours of
	<ul> <li>vandalism;</li> <li>pests and infestation;</li> <li>unforeseen or accidental damage (for example, storm, flood); and/or</li> <li>accidents by a third party.</li> </ul>	the inspection taking place
	In these circumstances, the CSC must:	
	<ul> <li>Advise the service user that the repair requested may not be Sanctuary's responsibility and may result in a recharge.</li> <li>If unclear on who is responsible for the repair, arrange for the Surveyor to carry out a home visit to determine responsibility.</li> <li>If the repair is related to pests/infestation, arrange for a Surveyor to carry out a home visit to confirm what is required and determine responsibility. If the repair is related to bed bug infestation, notify the relevant Manager to determine the most appropriate action.</li> </ul>	
	If, after inspection, the repair is deemed to be the responsibility of Sanctuary and covered by insurance, then Insurance must be notified by the person carrying out the inspection immediately to ensure Sanctuary is able to refer to its insurers within the correct timeframes. For further information please visit the <u>Insurance SOLIS</u> page.	
	C) If the repair is considered a 'defect' (OneSanctuary will show the defect liability period) the process outlined in <b>Appendix 2</b> , Defects must be followed by the CSC.	

Step	Action	Timescale
3. Repair request logged	<ul> <li>The CSC must decide whether to:</li> <li>raise a notification if it is clear that Sanctuary is responsible for the repair; or</li> <li>contact a regional Surveyor to carry out an inspection if the repair responsibility is still unclear; or</li> <li>contact the regional Homeownership team if further clarification is required once the correct fields on SAP have been checked.</li> <li>Once a notification is raised CSC staff will raise and authorise Works Orders, as appropriate.</li> </ul>	During the call Within 24 hours of notification being raised
4. Works Order	The CSC raise the Works Order immediately if no pre-inspection is required, and if the Works Order is within the agreed authorisation limit. If pre-inspection is required, it must be scheduled at the point of contact with the service user. The service user must be made aware that this is a pre-inspection, and a separate appointment may be required to remedy the repair within 45 days, with an enhanced service of within 28 days for residents with vulnerability as set out in section 5.5 of this procedure.	Immediately on receipt of repair request.
5. Confirmation of appointment time	The CSC must confirm appointment times for all repairs where access to the property is required. If the service user has reported the repair via telephone, the agreed appointment time will be confirmed with the service user whilst they are on the telephone. If the service user has reported the repair via email or Sanctuary's website, the appointment time will be confirmed via return email, telephone or letter, as appropriate.	When appointment is arranged with service user. Once the works order has been raised.

Step	Action	Timescale
6. Identification of repair priority	Repairs are identified as either an 'emergency' or 'appointed' repair. See <b>Appendix 10</b> , Repairs categories for further information.	
	All emergency repairs must be attended to and made safe within 24 hours of receipt of the repair request.	
	In Scotland, Sanctuary will aim to attend to an emergency repair and make the situation safe within six hours.	
	All appointed routine repairs aim to be remedied within 45 calendar days, with an enhanced service of within 28 days for residents with vulnerability as set out in section 5.5 of this procedure. All major works aim to be remedied within 90 days.	
	Sanctuary must attend all appointments agreed with the service user; unless an alternative appointment has been agreed in advance with the service user. However, if an unforeseen situation delays/prohibits attendance, the CSC must contact the service user as soon as is practicable to advise of the delay and agree a suitable way forward.	
	Where a service user fails to keep an appointment, a second appointment will be offered when the service user re-contacts the CSC.	
7. Pre - inspection of property	If the repair cannot be fully diagnosed at the first point of contact the CSC must log all known information of the repair so an initial assessment can be made by the Designated Officer - Maintenance. Any additional information or actions must be noted on the system by the Surveyor.	Arranged and completed within 10 working days of works being
	A suitable appointment must be allocated by the CSC between the service user and the Designated Officer - Maintenance with the service user kept informed at all stages of the process, (refer to the pre-inspection guidance - <b>Appendix 4</b> ).	requested.
	Where a service user is unable to accept an appointment within the timescale, the appointment can be extended further. Likewise, if the Designated Officer requires further time due to availability, the target date can be extended for a suitable appointment to be arranged.	
	If criminal or other damage is suspected the Surveyor must assess the damage that has been caused. ( <b>Appendix 5</b> , Criminal or unforeseen/accidental damage guidance).	

Step	Action	Timescale
8. Assessment of damage	Where the damage has been caused through vandalism, the Designated Officer - Housing must be informed by the Surveyor who completed the pre-inspection and action must be taken in accordance with the <u>Antisocial Behaviour - Housing and</u> <u>Support Policy and Procedure</u> by the Designated Officer - Housing.	Assessment must be completed within 10 working days
	Where damage has been caused by an infestation of pests, the responsibility may lie with the service user, unless it is in a communal area or due to a repair requirement that is the responsibility of Sanctuary. Managers have discretion to request treatment for infestations where there is a high risk of the issue spreading or recurring; for example, on discovery of bed bugs in blocks of general needs flats or within a supported housing scheme.	
	Where the damage has been caused by unforeseen or accidental damage, such as roof damage caused by severe weather, Sanctuary must claim back the cost of the work though Insurance (Insurance - Sanctuary Policy and Procedure).	
	Where repairs have been caused by failure to previously report a repair, the subsequent repairs will be logged but damage due to neglect will be the responsibility of the service user. Refer to <b>Appendix 8</b> - Rechargeable repairs for further information.	
	Where damage has been caused to items belonging to the service user, the service user may claim on their home insurance. If damage is a result of Sanctuary action or inaction this will be investigated as a complaint.	
	Where damage has been caused by a third party (for example, a car driving into a wall), this must be reported and repaired in accordance with Sanctuary's building insurance. For further information visit the <u>Insurance SOLIS</u> page.	
	The service user must be kept informed at every stage of the process by the Surveyor.	

Step	Action	Timescale
9. Variation Orders (external contractors only)	For extra works less than £75, the contractor should proceed with the works and advise of the additional works (specifying the relevant repair code).	Refer to Sanctuary's
	The CSC will authorise extra works under £500 (including VAT).	Contract Management
	All extra works above the value of £500 - £750 (including VAT) must be approved by Regional Senior Surveyors. Extra works over the value of £750 should be entered onto the major works spread sheet and approval of these values should follow the financial regulations policy. Any works over £1500 should enter into the quoted works process to ensure value for money.	Framework for timeframes.
	For extra works under £75, the contractor does not require authorisation. If over £75, the contractor should submit an extra works request using the template ( <b>Appendix 6</b> ) to the Regional Extra Works mailbox (e.g., CSC East requests).	
	For homeowner schemes, all extra works are sent to the appropriate mailbox for approval, regardless of value.	
	When two operatives are required to attend a repair only one operative will close down the works completed. This avoids duplication of the works and what is recharged back to Sanctuary.	
10.Works completed	Completion dates are reported by contractors to the CSC via weekly reports. These are input onto the system within 24 hours by the CSC.	
	In the case of completions by a Property Services operative these must be updated immediately via the mobile device. Where operatives do not have a mobile device, the completions are communicated by phone and entered directly in to OneSanctuary by the CSC.	
11.Post inspections	Post inspections are generated as per Sanctuary's post inspection process guidance ( <b>Appendix 7</b> ).	for timeframes and responsibilities.
	Contact must be made with the service user to agree an appointment and explain the need for a post inspection by the Designated Officer - Property Services who must log all information, correspondence and actions on OneSanctuary.	

Step	Action	Timescale
12.Follow up to completion of work	In addition, where any discrepancies over costing or quality of work become apparent the Surveyor must carry out a post inspection as per <b>Appendix 7</b> - Post inspection process guidance.	Arranged and completed within 10 working days
	Where a service user is unable to accept an appointment within the timescale, the appointment can be extended further. Likewise, if the Designated Officer requires further time due to availability, the target date can be extended for a suitable appointment to be arranged.	Once the initial emergency repair has been
	Where the job was an 'emergency' priority, the operative will complete via their smart phone. Where any further repairs are required, a new notification and Works Order must be raised.	completed.
13. Satisfaction surveys	Following the completion of responsive repairs, a sample of service users will be contacted to participate in a satisfaction survey. Findings are reported and used to drive service improvements.	Within one day
14. Invoice process	All invoices dealt with by the CSC must be assigned the correct codes for example, recharge or homeownership with the correct payment terms adhered to as per Sanctuary's Contract Management Framework.	Upon receipt