 **MORAY COUNCIL**

**ENVIRONMENTAL SERVICES**

**RESPONSE REPAIRS POLICY**

1. **Scope of the policy**
   1. This policy describes the activities and responsibilities involved in delivering a response repairs service.
   2. Response repairs are defined in this policy as repairs which are requested by the tenant to existing elements of their property.
   3. The Council will ensure that no individual is discriminated against on 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, tape and Braille as required.
2. **Housing Plan/Corporate Plan/Service Plan**
   1. The Response Repairs Policy will assist the Council to meet the aims and priorities detailed in the Housing Improvement Plan and the Moray 2026: A Plan for the Future and Moray Corporate Plan[[1]](#footnote-1). In particular it will assist the Council to provide decent and well-maintained houses for all council tenants. The Response Repairs Service will also assist the Council to achieve ‘Best Value’ in the use of its resources
3. **Objectives and principles of the policy**
   1. The overall aim of the Response Repairs Policy is to contribute to the efficient and effective maintenance of the Council’s housing stock.
   2. The specific objectives of the Response Repairs Policy are:
      * To provide an efficient, prompt and cost effective response repairs service, which is easily understood;
      * To promote understanding of the Council’s legal responsibilities and mutual obligations in relation to response repair issues;
      * To achieve high standards of customer care;
      * To monitor the performance of the response repairs service to seek continuous improvement; and
      * To provide 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.
   3. The principles underpinning the Response Repairs Policy are;
      * That all tenants and stakeholders are involved and consulted in the development of the service and its operational procedures;
      * That through supervision, monitoring and feedback from tenants, the service is continuously improved;
      * That communication with tenants is always clear, appropriate, easily understood and easily accessible:
      * That the repairs service is supported by appropriate training for operational staff; and
      * That the policy should be supported by detailed procedures and agreed practices applied uniformly across the service.
4. **Response times**
   1. Before work is issued to a contractor it is categorized into four specific categories. These are: Emergency, Urgent, Priority and Ordinary repairs. Each category has a timescale in which the contractor must respond. *For non-emergency repairs, the response timescales listed below will start from the next working day after the repair is reported[[2]](#footnote-2).*
   2. All Urgent, Priority and Ordinary repairs should be given an appointment slot within the timescale. Programmed repairs are organised and processed through the Planned Maintenance Programme.
   3. The response times listed in the table below may, in certain circumstances be flexible, to enable the needs of any tenant who has special needs such as visual impairment, physical disability etc, to be catered for.

|  |  |  |
| --- | --- | --- |
| **TYPE OF RESPONSE** | **TIMESCALE** | **DESCRIPTION** |
| Emergency | Within four  hours | **In cases of extreme emergency, e.g. gas leak or severe water leak, tradesmen will aim to attend within 2 hours.**  Works to make safe where there is a safety risk to the tenant or members of the public i.e. structural faults to roofs, walls, total failure of central heating systems. Works to make property secure or prevent further damage, i.e. broken window glass, burst pipes, loss of water, gas or electric supply. |
| Urgent | Within next working day**\*** | Works not classed as emergencies but which would cause a high degree of inconvenience if not attended to within the next working day, i.e. no hot water, holes in floor etc. Certain types of follow up work to emergency call out, i.e. replacing leaking hot water tanks made safe the previous day/night. |
| Priority | Within five  working days**\*** | Works which do not fit the criteria of either emergency or urgent but which would inhibit the occupier’s use of fixtures or fittings or services within the property. |
| Ordinary | Within twenty working days**\*** | Works which do not directly affect the occupier’s use of the fittings and services within the property, but those, which could be classed as cosmetic or nuisance, i.e. ease squeaky doors, floorboards, or renew/replace old kitchen units. Only works, which have not been included in a planned maintenance/improvement programme, can be entered in this category. |
| Programmed | Programme as  and when agreed | Works not classified as Emergency, Urgent or  Priority but which are required in more than one property and where it is more cost effective to carry out the works in one. Planned Maintenance Contract, i.e. kitchen replacements, electrical upgrades, re-pointing of external stone walls, etc. |

**\***from the next working day after the repair is reported

* 1. When a repair is reported, the tenant will be offered a convenient appointment slot within the prescribed timescales for the repair. Available appointment slots are;

AM (8am to 12:30pm), PM (12:30pm to 4:30pm), All Day (8am to 4:30pm)

* 1. Certain types of repair, for example external or ‘block’ repairs, do not need to be done by appointment. The Customer Services Advisor will raise these jobs against the relevant priority and allocate them to a suitable diary slot within the agreed timescales.
  2. From 30 September 2002, under the [Housing (Scotland) Act 2001](http://www.hmso.gov.uk/legislation/Scotland/acts2001/20010010.htm) and the [Scottish Secure Tenants (Right to Repair) Regulations 2002](http://www.opsi.gov.uk/legislation/scotland/ssi2002/20020316.htm), Scottish secure and short Scottish secure tenants have the right to have small urgent repairs carried out by their landlord within a given timescale. This is called the Right to Repair scheme. If the Council fails to carry out the qualifying repair within the set timescale, the tenant is entitled to compensation and to use another contractor from an approved list provided by the Council. Tenants will be informed of their rights under this scheme at the time a qualifying repair is reported.

1. **Reporting repairs**
   1. Repairs can be reported to the Housing Service in a number of ways:
      * Phoning the Contact Centre;
      * Letter:
      * Email;
      * In person at the area Access Points;
      * By someone else on the tenant’s behalf; or
      * To a member of the Housing Service staff.
   2. The person reporting the repair should have the following information:
      * Tenant’s name, address and telephone numbers:
      * Details of fault/repair; and
      * Access details.
   3. Upon receipt of a repair, the Customer Service Advisor will assess the repair under the following criteria:
      * Urgency;
      * If it qualifies as a Right to Repair category repair;
      * Responsibility – Certain repairs are the Councils responsibility while others are the tenants; these repair responsibilities are detailed in the Tenants’ Handbook. Where the repair is deemed to have been due to ‘fair wear and tear’ the Council will be responsible. If however, the repair is due to willful damage or neglect, the Council may make a charge. **APPENDIX I** lists the types of repairs and the repair obligations; and
      * Where information is incomplete or where a technical decision has to be made, the repair request will be raised as a generic trade and passed to the tradesman as per 5.5. If a job cannot be assigned to a particular trade, it will be passed to the Housing Projects Officer for pre-inspection.
   4. On completion of the initial assessment by the Customer Services Advisor, the following steps will take place:
      * The tenant will be informed of the priority assigned to the works order, and offered an appointment slot within the relevant timescale;
      * Where the tenant does not specify a preferred appointment time, the Customer Service Advisor will allocate a suitable diary slot within the agreed timescale; and
      * Once a non-emergency job is booked in our system, confirmation will be sent to the tenant via their preferred method of communication (i.e. text message or letter), confirming the appointment slot during which the repair should be completed. If text is the preferred method of communication, a further text message will be sent the night before any appointment classed as a priority or ordinary repair.
   5. A tradesman will visit the property and either carry out the repairs or advise the Housing Projects Officer/Trade Supervisor [[3]](#footnote-3)after inspection that further work is needed. The timescale for the additional work will be backdated to the date the repair was reported.
   6. If a repair requires a visit from the Housing Projects Officer/Trade Supervisor to inspect and clarify the works a convenient appointment will be arranged with the tenant. Cases in which a visit from the Housing Projects Officer/Maintenance Foreman may be necessary include, but are not limited to, complicated repairs such as damp patches or water ingress, instances where a specialist may be required or where there is likely to be a high cost involved in the repair.
   7. Where an inspection or an assessment identifies that a works order may not be required, the Housing Projects Officer will inform the tenant of the reason for the decision.
2. **Performance monitoring**
   1. To ensure the response repairs service offers value for money and is continually improved, the Housing Service will monitor;
      * The performance of contractors in achieving targets;
      * The expenditure on the response repairs budget;
      * The quality of the works carried out by contractors;
      * The tenant’s satisfaction responses (via feedback cards, e-forms & telephone samples)
      * The percentage of no access on first appointments; and
      * The percentage of repairs fixed during the tradesman’s first visit.
   2. The monitoring information will be presented to Communities Committee, Tenants Forum and tenants.
   3. As part of its Customer Care Policy, Moray Council has published a booklet on ‘How to complain’, which is available at all public Access Points. If a tenant is not satisfied by the way in which their repair has been dealt with, or in the way in which the work has been carried out, a formal complaint may be made under the Council’s Complaints Procedure.
3. **Policy Review**
   1. The Response Repairs Policy will be reviewed in 2020.

**APPENDIX 1**

**WHO IS RESPONSIBLE FOR WHAT REPAIR**

|  | **The Council** | **YOU** |
| --- | --- | --- |
| **BATHROOM** |  |  |
| Bath |  |  |
| Shower Unit (if installed by the Council) |  |  |
| Shower Unit (installed by the Tenant) |  |  |
| WC Pan |  |  |
| WC Seat |  |  |
| Wash Hand Basin |  |  |
|  |  |  |
| **CENTRAL HEATING** |  |  |
| Chimney and flue (the structure) |  |  |
| Coal bunker |  |  |
| All electric central heating systems (if fitted by the Council) |  |  |
| All gas fired central heating, (if fitted by the Council) |  |  |
| Solid fuel central heating systems and open fires including one yearly chimney sweep (if fitted by the Council) |  |  |
| Fireplace tiles |  |  |
| Heating systems fitted by tenant if problem occurs during the first 12 months from the date of installation |  |  |
| Heating systems fitted by tenant if problem occurs after 12 months from the date of installation |  |  |
| Fire fronts, fire grates, ash pans (not part of heating system) |  |  |
|  |  |  |
| **DOORS** |  |  |
| External doors, including handles, locks, glass (if not damaged by tenant) |  |  |
| Internal doors, including handles, locks, glass (if not damaged by tenant) |  |  |
| Keys (lost) |  |  |
| Door Bell |  |  |
| Security Chains (if not fitted by the Council) |  |  |
| Draught excluders and draught strips to external doors only |  |  |
|  |  |  |
| **ELECTRICAL** |  |  |
| Communal TV- aerial system |  |  |
| Immersion heater |  |  |
| Light fittings installed by the Council |  |  |
| Extractor fans |  |  |
| Smoke detectors |  |  |
| Carbon Monoxide detectors |  |  |
| Power sockets |  |  |
| Light switches |  |  |
| Light pendants |  |  |
| Communal hall and stair lighting |  |  |
| Wiring and circuits, including consumer unit, but, not meter |  |  |
| Individual TV aerial and aerial outlets |  |  |
| Electric fires (if fitted by tenant) |  |  |
| Plugs & fuses |  |  |
| Fluorescent light tubes |  |  |
| Outside lights to front and rear if fitted by the Council |  |  |
|  |  |  |
| **KITCHENS** | | |
| Cooker |  |  |
| Cooker socket |  |  |
| Kitchen units |  |  |
| Sink bowl and drainer |  |  |
|  |  |  |
| **PLUMBING** | | |
| Blocked drains, externally |  |  |
| Blocked drains, internally |  |  |
| Domestic cold water supply and storage tank |  |  |
| Rainwater pipes and gutters |  |  |
| Hot water supply and storage tank |  |  |
| Sink plug and chains |  |  |
| Blocked sink, if caused by tenant |  |  |
| Blocked toilet if caused by tenant |  |  |
|  |  |  |
| **CENTRAL HEATING** | | |
| Chimney and flue (the structure) |  |  |
| Coal bunker |  |  |
| All electric central heating systems (if fitted by the Council) |  |  |
| All gas fired central heating, (if fitted by the Council) |  |  |
| Solid fuel central heating systems and open fires including one yearly chimney sweep (if fitted by the Council) |  |  |
| Fireplace tiles |  |  |
| Heating systems fitted by tenant if problem occurs during the first 12 months from the date of installation |  |  |
| Heating systems fitted by tenant if problem occurs after 12 months from the date of installation |  |  |
| Fire fronts, fire grates, ash pans (not part of heating system) |  |  |
|  |  |  |
| **STRUCTURE** | | |
| Ceilings and walls |  |  |
| Damp proof course |  |  |
| Floors (not carpets, vinyl or other floor coverings) |  |  |
| External woodwork |  |  |
| Roughcast to external walls |  |  |
| Internal staircases |  |  |
| Entrance steps |  |  |
| Roof structure and covering |  |  |
|  |  |  |
| **WINDOWS** | | |
| Catches on windows, including Double-Glazing units (if not damaged by Tenant) |  |  |
| Window Sills |  |  |
| Window ironmongery (locks, handles, hinges etc) |  |  |
| Window frames (timber and PVC) |  |  |
| Glass in windows, including Double Glazed unit damaged by tenant (unless proved to be caused by vandalism) |  |  |
|  |  |  |
| **MISCELLANEOUS** |  |  |
| Clothes poles and rotary dryers |  |  |
| External decoration |  |  |
| Fencing, any type if erected by the Council |  |  |
| Pest infestation (not isolated occurrences) |  |  |
| Paths (if installed by the Council) |  |  |
| Garages (if provided by the Council) |  |  |
| Clothes lines, cords |  |  |
| Minor pest infestation |  |  |
| Tenants own sheds, garages and fences |  |  |
| Any alteration or improvement carried out by the tenant to the property |  |  |

1. Amended from Corporate Development Plan [↑](#footnote-ref-1)
2. Amendment 7 March 2017 [↑](#footnote-ref-2)
3. Previously Maintenance Foreman [↑](#footnote-ref-3)