
Report to: Housing, Health and Care Committee

Date of Meeting: 3 September 2015

Subject: Clackmannanshire Council Housing Repairs Policy

Report by: Head of Housing & Community Safety

1.0 Purpose

- 1.1. This report updates the policy on maintaining the Council's housing stock.

2.0 Recommendations

It is recommended that Committee;

- 2.1 Recommend to Council approval of the Clackmannanshire Council Housing Repairs Policy.

3.0 Background

- 3.1. The repairs policy has not been considered for some years. Whilst most of the key features required in this policy are contained in the tenancy agreement, it was felt that a review was required to ensure good practice and that changes in delivery structures were incorporated.

4.0 Consultation

- 4.1. The following paragraphs set out the timeline of the consultation, and summarise changes and issues raised during the various consultations stages.

- initial discussion with Tenants and Residents Federation ('the Federation') 19.2.15. Amendments made at that stage in relation to tenant responsibilities.
- updated policy draft incorporating feedback discussed with the Federation on 19.3.15 and again 21.5.15
- The final draft policy was circulated to the 3 registered tenant organisations at the end of May for comment before wider circulation. An officer attended each group to obtain feedback. Costs of missed appointments and forced access were a particular topic of discussion. The consensus was that

individuals should be responsible for such costs and that the charges were not unreasonable.

- Open focus group meetings held afternoon and evening on 26.5.15. Concerns regarding vulnerable tenants were addressed. Detailed discussion on appointment section and charging, with amendments incorporated into final draft.
- Invitations to the focus group meetings and online consultation were sent out to 30 tenants who are registered on the "Interested Individuals Database". This resulted in 3 people attending a focus group, and no other comments from the individuals emailed.
- Comments received from colleagues throughout the consultation period, and from the Housing Convenor, were incorporated into the various policy drafts.
- Public consultation took place using "Citizenspace" from 10th June to 8th July 2015 and through facebook. This resulted in 9 responses, which were broadly supportive of the changes.

5.0 Key Amendments to Policy.

- 5.1. As noted above, the current tenancy agreement sets out much of the Council's repair obligations and standards. Some of this is repeated or emphasised in this policy.
- 5.2. A change has been made to repairs timescales. There are currently four categories of reactive repair: - emergency (4 hours); lesser emergency (24 hours, or end next working day); Urgent (5 working days); Routine (20 working days). Repairs will now be classed either as *emergencies* to be attended to within 8 hours, or *by appointment* at the tenant's convenience, (and within right to repair timescales).
- 5.3. A charge of £10 (minimum) may be made for missed appointments where the tenant has no reasonable explanation for failing to keep the scheduled time.
- 5.4. Additional emphasis is given to rechargeable items, both during the tenancy and when a property is vacated. Costs of various repairs (for 2015-16) are set out in appendix to the policy.
- 5.5. It is proposed to restrict the service to legal & tenancy obligations only where a tenant is violent or abusive, or makes repeated unreasonable demands on the service.

6.0 Future Actions

- 6.1. The policy will be reviewed after 18 months (by March 2017) and any necessary changes reported to Committee.

7.0 Sustainability Implications

7.1. None.

8.0 Resource Implications

8.1. There might be a small income stream arising from the introduction of a missed appointment charge.

9.0 Staffing Implications

None

10.0 Exempt Reports

10.1. Is this report exempt? Yes (please detail the reasons for exemption below) No

11.0 Declarations

The recommendations contained within this report support or implement our Corporate Priorities and Council Policies.

(1) **Our Priorities** (Please double click on the check box)

The area has a positive image and attracts people and businesses	<input checked="" type="checkbox"/>
Our communities are more cohesive and inclusive	<input checked="" type="checkbox"/>
People are better skilled, trained and ready for learning and employment	<input type="checkbox"/>
Our communities are safer	<input checked="" type="checkbox"/>
Vulnerable people and families are supported	<input checked="" type="checkbox"/>
Substance misuse and its effects are reduced	<input type="checkbox"/>
Health is improving and health inequalities are reducing	<input type="checkbox"/>
The environment is protected and enhanced for all	<input type="checkbox"/>
The Council is effective, efficient and recognised for excellence	<input checked="" type="checkbox"/>

(2) **Council Policies** (Please detail)

12.0 Equalities Impact

12.1 Have you undertaken the required equalities impact assessment to ensure that no groups are adversely affected by the recommendations?

Yes No

13.0 Legality

13.1 It has been confirmed that in adopting the recommendations contained in this report, the Council is acting within its legal powers. Yes

14.0 Appendices

14.1 Please list any appendices attached to this report. If there are no appendices, please state "none".

Appendix 1 - Clackmannanshire Council Housing Repairs Policy (Draft)

15.0 Background Papers


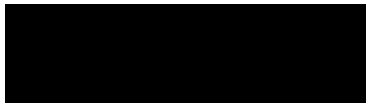
15.1 Have you used other documents to compile your report? (All documents must be kept available by the author for public inspection for four years from the date of meeting at which the report is considered)

Yes (please list the documents below) No

Author(s)

NAME	DESIGNATION	TEL NO / EXTENSION
Ahsan Khan	Head of Housing and Community Safety	2473

Approved by

NAME	DESIGNATION	SIGNATURE
Ahsan Khan	Head of Housing and Community Safety	
Nikki Bridle	Depute Chief Executive	

Repairs Policy

1. Introduction

- 1.1. Our aim is always to strive for excellence and customer satisfaction, getting repairs right first time, providing a friendly, courteous and efficient service.
- 1.2. Every year Clackmannanshire Council completes around 20,000 repairs to our 5,000 properties. In addition we carry out planned improvements to ensure our housing is maintained to a very high standard.
- 1.3. We consider tenants' individual needs when dealing with repair requests to ensure that we do not unfairly discriminate in the service we provide.
- 1.4. This repairs policy should be read in conjunction with the tenancy agreement.

2. The Council's Landlord Responsibilities.

- 2.1. The Council's responsibilities for maintaining your home are set out in the tenancy agreement. In summary, we will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and in all respects reasonably fit for human habitation. We will carry out all repairs within the times set out below from when we are made aware that the work is required.

3. Repair Timescales

- 3.1. There are two categories of repair, "Emergency" and "by Appointment".
- 3.2. A repair will be classed as "Emergency" where the welfare of the tenant or the fabric of the property could be compromised if left unattended.
- 3.3. Emergency repairs will be attended to within 8 hours. The time to respond may be less than this. Emergency repairs will include:-
 - 3.3.1. Total loss of heating or hot water
 - 3.3.2. Toilet blocked or not flushing (when it is the only toilet in the home)
 - 3.3.3. Bath or shower not working when it is the only bath / shower in the home
 - 3.3.4. External door or window not secure
 - 3.3.5. Significant water leaks from internal or external sources, causing damage to the property or contents. (**not** for example, dripping taps, valves or sink plumbing).
 - 3.3.6. No electrical power

3.3.7. Damaged electrical socket or exposed wiring

3.3.8. No gas supply

3.3.9. No water supply

3.4. In responding to an emergency repair our priorities are to ensure tenant safety and prevention of further damage to the property. It is not always possible to complete an emergency repair in one visit.

4. All other repairs - By Appointment

4.1. To improve our service, all other repairs will be completed by appointment on a date agreed with the tenant. We will take account of the urgency and nature of the repair, and the right to repair priorities (Table 1, below), but responding to a repair request at a time that is convenient to the tenant is the main priority. In this way it is hoped to minimise missed appointments, improve tenant satisfaction, and make best use of resources.

4.2. A charge of £10 (minimum) may be made for missed appointments where the tenant has no reasonable explanation for failing to keep the agreed appointment.

5. Right to Repair Scheme

5.1. The Housing (Scotland) Act 2001 introduced the Right to Repair scheme. This gives tenants the right to have small emergency or urgent repairs completed quickly and to be paid compensation if we don't meet the legal timescales. To qualify for the Right to Repair scheme, the repair must:

- Have an estimated value of £350 or less
- Be a 'qualifying repair'. (Qualifying repairs are listed in the Table 1).

5.2. When a tenant calls the repairs centre they will be informed if the repair is a qualifying repair and how long it will take to fix the fault. At this time the name of the approved alternative contractor will be provided. Tenants can then contact the alternative contractor to ask them to carry out this repair if the fault is not attended to within the time allowed.

5.3. Many qualifying repairs have a one working day completion time. For example, if a repair is requested on a Tuesday, the deadline for completion is 5pm on Wednesday. If a repair is reported on a Friday, the completion deadline is 5pm Monday.

5.4. The timescales for the Right to Repair are set out in legislation as per Table 1. These times establish the right to any compensation. Our internal targets mean we will usually complete the repair more quickly than this.

Table 1

Qualifying Repairs included in the scheme	Timescales (days)*
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 basin	1
Electric Power	
• Loss of electric power	1
• Partial loss of electric power.	3
Insecure external window, door or lock	1
Unsafe access to a 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
Water Supply	1
• Loss of water supply	1
• Partial loss of water supply	3
Loose or detached banister or hand rail	3
Unsafe timber flooring or stair treads	3
Mechanical extractor fan in internal kitchen or bathroom not working	7

* (Maximum period in working days from date immediately following the date of notification of qualifying repair or inspection)

Compensation

5.5. If a qualifying repair is not made safe within the time allowed the tenant is entitled to £15 compensation, and a further £3 each day until the repair is completed. The maximum compensation that can be paid is £100.

The Right to Repair does not apply if:

5.6. The date for repair was extended because the tenant asked for an alternative appointment.

5.7. The cost of the repair exceeds £350.

5.8. No access was possible for an inspection or for the repair to be carried out. If this happens a new repair request is required and the Right to Repair process starts again.

Exceptional circumstances

- 5.9. Sometimes there may be circumstances beyond our control which will make it impossible to carry out the repair within the maximum time allowed. This could include severe weather or the availability of parts from a manufacturer.
- 5.10. In these circumstances we may need to make temporary arrangements and extend the maximum time to complete the repair. We will let the tenant know if we need to do this.
- 5.11. If boiler parts are unavailable, temporary heating can be provided. An appointment will be offered as soon as the parts become available.

6. Tenant Responsibilities

- 6.1. Tenants have equally important responsibilities to maintain their home. These are set out in the tenancy agreement, and include many minor repairs. If uncertain then contact the repairs centre.
- 6.2. In particular **the Council is not responsible for damage caused wilfully, accidentally or negligently by the tenant**, anyone living with them or an invited visitor to the house. If the Council decides to carry out the work, the tenant must pay for the cost of the repair. This does not apply to damage caused by "fair wear and tear" or vandalism which is reported by the tenant to the Police as soon as it is discovered.
- 6.3. On request, the Council will replace tubes and starters in fluorescent (strip) lighting for the cost of the materials only.
- 6.4. Tenants are also responsible for :-
- 6.4.1. Reporting criminal damage or vandalism to the police and obtaining incident numbers with specific details.
 - 6.4.2. Taking action to prevent further damage once a fault has been identified.
 - 6.4.3. Avoiding burst and freezing pipes during cold weather by keeping the home warm. Where the home is to be unoccupied for any length of time the water supply should be turned off at the stop cock and taps opened to drain water from pipes. On request the Council will provide this service free of charge to tenants.
 - 6.4.4. Allowing access for safety and other checks as required by law and the tenancy agreement.

7. Tenant Chargeable Repairs

- 7.1. Tenants can arrange for themselves the repair of any damage wilfully, accidentally or negligently caused in circumstances outlined in the "Tenant Responsibilities" section of this policy and the tenancy agreement.
- 7.2. In these circumstances the Council will expect a competent person to carry out the works to a satisfactory standard. The Council may arrange to inspect the work to confirm this.
- 7.3. Tenants may also ask for the repairs they are responsible for to be completed by the Council. Full payment in advance will normally be required before any work is carried out. However the Council may allow a repayment arrangement if the full payment cannot be made at one time. The list of charges (attached to this Policy as Appendix A) will be reviewed annually by Council and advertised on the Council's website.
- 7.4. If the tenant does not arrange to carry out the necessary repairs within a reasonable timescale the Council will charge them for the work.

8. Leaving the Property and Void Repairs

- 8.1. Tenants must give 28 days notice when terminating a tenancy. An inspection will be arranged prior to the end of the tenancy, with the tenant in attendance.
- 8.2. Allowing for fair wear and tear, any damage for which the tenant is responsible will be noted, and a costed repair schedule prepared. The tenant may choose to instruct the Council to carry out the works or arrange for their own competent persons to bring the property to the required standard. The Council will initiate its debt recovery process if the repairs are not completed or paid for prior to leaving the property. In accordance with legislation certain restrictions may be placed on persons owing money to the Council who are seeking rehousing.
- 8.3. No property will be re-let without an inspection by a competent person, and we will meet our legal obligations in regard to gas and electrical safety.
- 8.4. Properties will be let in a clean and tidy condition. Where possible we will provide a property that meets a reasonable decorative standard. Decoration vouchers may occasionally be offered. Allowances based on the number of rooms will be reviewed annually by the Service Manager.

9. Planned Maintenance / Upgrade Works

- 9.1. The council regularly completes major internal and external upgrade works to the housing stock. This includes heating works, window replacements, roof and render works, etc.
- 9.2. All our operatives and external contractors will treat residents and their homes with care and respect. Residents will be advised prior to works starting and

given as much information relating to the works as reasonable. We will strive to keep disturbance to the home to an absolute minimum.

- 9.3. Moving tenants out for a short period (decanting) will be considered as a last resort and only where the works compromise the health and safety of the tenants.
- 9.4. In most circumstances all decoration, floor coverings etc, will be made good. Where this is not possible tenants will be offered a decoration voucher.

10. Circumstances where Repairs Service will be restricted.

10.1. In certain circumstances we may limit a tenant's access to the repairs service to contractual matters as specified in the tenancy agreement and by legislation. This will be as a last resort, and only after the tenant has been advised of this in writing. The repairs service may be restricted in circumstances where:-

- 10.1.1. The tenant, family or visitors pose a risk of violent or abusive behaviour towards our staff or representatives.
- 10.1.2. The tenant makes persistent and unreasonable demands for repairs which are not required, or are a result of malicious damage or wilful neglect.
- 10.1.3. A right to buy application is underway.
- 10.1.4. The home is scheduled for demolition.
- 10.1.5. The fault reported is included in a planned maintenance programme to be completed in the next 12 months (unless the fault poses a risk to health and safety).
- 10.1.6. The tenant has outstanding debts relating to the tenancy. We may contact you to discuss the outstanding debts, or to get agreement for payment, before proceeding with the repair.

11. Ordering Repairs

11.1. When requesting repairs tenants should:

- 11.1.1. ensure that when reporting an emergency repair or arranging an appointment, an adult will be at home to allow access to the property. Failure to do so will result in the job being cancelled and a charge of £10 (minimum) may be made to cover the cost of the call out.
- 11.1.2. Provide a contact number so we can contact you and in case we need to reschedule the work.
- 11.1.3. Clear and tidy the area around the repair before our staff arrive to carry out the work to ensure they are able to access the repair. This may

include lifting carpets, laminate flooring, clearing work surfaces, emptying cupboards, taking down curtains or moving furniture away from the area. Our operatives may reserve the right to refuse to undertake the repair if any of the above conditions prove unsuitable, and impedes on safe working practices

11.1.4. Let us know in advance of anything that may stop us gaining access to the property or to the area around the fault.

11.1.5. Keep pets away from our staff or representatives when we enter the home.

11.1.6. Keep everyone, and particularly children, away from the immediate area of the repair whilst we carry out the works.

11.2. If the repair is no longer required or the appointment time inconvenient, tenants should contact the repairs centre to cancel or rearrange the appointment. Failure to do so may result in a charge of £10 (minimum) being made for the unnecessary call out.

11.3. Please note that our operatives will be unable to complete their work where :-

11.3.1. There are persons smoking in the property

11.3.2. For any reason the operative fears for their personal safety.

12. Gas Safety

Tampering with the gas supply or appliances is illegal and could kill!

12.1. By law the Council is responsible for carrying out annual gas servicing and safety checks in every home with gas. It is imperative that the council service any gas heating systems within 12 month intervals. A suitably convenient access time will be arranged with the tenant. Tenants must allow access for this work.

12.2. If we are unable to obtain access to a property after four attempts and the tenant has not made contact we will force entry to the home. If we have to force entry to carry out the gas service the tenant will have to pay the costs for this.

12.3. We may take further action under the tenancy agreement against tenants who persistently fail to give access to the property to carry out the annual gas servicing, or other important maintenance works.

12.4. Tenants wishing to install or renew their own gas heating systems must get written permission from the Council. Any new appliance must be installed by a registered GAS SAFE installer with the necessary certification provided to the Council.

12.5. The new gas heater or boiler will then become the property of the Council, and we will then maintain and service it.

12.6. If there is a smell of gas there could be a leak. Tenants should turn off the gas supply, open windows, and **phone Scottish Gas Networks on 0800 111 999**.

13. Our policy on violence/abuse to employees at work

13.1. Our staff have the right to work without fear of violence or abuse. Anyone threatening or abusing our staff will be reported to the police and we will press for prosecution.

13.2. Where such incidents do occur access to the Council's repairs service may be restricted and action for repossession of the tenancy considered.

14. Complaints and Appeals

14.1. All tenants have the right to make a complaint or appeal against decisions by the Council. Further information on how to do this is available at Council offices, as is a list of independent advisory bodies.

14.2. The Scottish Public Services Ombudsman (SPSO) is the final stage for complaints about public services in Scotland. This includes complaints about Scottish Councils. If you remain dissatisfied with Clackmannanshire Council after following its complaints process you can ask the SPSO to look at your complaint. The SPSO cannot normally look at complaints:

- where the complaints handling procedure of the council has not been exhausted
- more than 12 months after you became aware of the matter you want to complain about, or
- that have been or are being considered in court.

Contact details for the SPSO are:

SPSO

4 Melville Street
Edinburgh
EH3 7NS

Freephone 0800 377 7330

Online contact www.spsso.org.uk/contact-us

Website www.spsso.org.uk

Mobile site: <http://m.spsso.org.uk>

Appendix A - Standard Rechargeable Repairs Costs 2015-16

Repairs Item	Fixed cost inc. VAT £
Gain entry and change locks & associated works - Non Urgent	41.08
Gain entry and change locks & associated works - Emergency Day Rate	57.98
Gain entry and change locks & associated works - Out of hours rate	104.35
Replace internal door	113.22
Replace solid core door	315.66
Replace solid core door with glazed aperture	396.92
Replace UPVC door	1005.69
Board up window - daytime rate	44.98
Board up window - out of hours rate	71.97
Replace double glazed unit - up to 1m ²	113.53
Replace double glazed unit - up to 1.5m ²	177.98
Replace double glazed unit - up to 2m ²	242.34
Replace wash hand basin	166.26
Replace wash hand basin and pedestal	251.47
Replace bath and associated works	476.12
Replace cistern (Toilet)	122.76
Clear internal choke, sink or bath - daytime rate	49.98
Clear internal choke, sink or bath - out of hours rate	79.97
Clear internal choke, toilet - daytime rate	15.45
Clear internal choke, toilet - out of hours rate	24.72
Replace smoke detector	50.38
Replace toilet seat	19.05
Forced access / Essential Repairs e.g. Gas Servicing	41.08
Failure to keep appointment/adult (16 years) not at home to authorise access	10.00

