

MAINTENANCE POLICY

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1. IDENTIFICATION OF OBJECTIVES

1.1 INTRODUCTION

Repairs and maintenance have become an increasingly important aspect of the work of Lister Housing Co-operative. Our new-build dwellings are getting older and will present increasing problems as they age. Similar problems will be faced by our rehabilitated properties, but here the problems will be magnified by structures that were already old when the properties were first improved. The New Site adds to the stock owned by Lister. This increase in both age and amount will add to the complexity of the problems to be faced by the repairs and maintenance service. Repairs expenditure will therefore inevitably rise and this may be against a background of ever tightening restrictions on the financial resources available to the Co-operative.

It is assumed that, once housed, most members regard the repairs service as one of the most important offered by the Co-operative, and their expectations may rise with any increase in their standard of living. This is especially so in the context of a co-operative where tenants make the decisions about the management of their housing and are entitled to have a say in the repair and maintenance budgets and priorities.

In addition, the Co-operative has to comply with its statutory obligations and protect the substantial financial investment put into its properties. These factors combine to make the Co-operative recognise the importance of the repairs service and to strive to make the service both responsive and cost effective.

1.2 FUNDING FOR REPAIRS

The method of funding for the provision of dwellings allows the Co-operative an income out of its rents for spending on the management and maintenance of its properties.

Lister Housing Co-operative sets out to maintain its housing stock within the financial resources available to it which should be sufficient to meet the policies, practices and quality as determined by the Co-operative. In addition, moneys should be put aside to contribute to the future maintenance needs of the Co-operative.

1.3 THE MAIN OBJECTIVES

- a. To ensure that the Co-operative meets its statutory and contractual obligations to its members, including obligations under the Right to Repair scheme introduced by the Housing (Scotland) Act 2001.
- b. To maintain the Co-operative's capital assets by keeping its housing stock in a good state of repair.
- c. To provide a service which is responsive to the needs of Co-operative members.
- d. To ensure that repairs and maintenance achieve value-for-money.
- e. To comply with obligations arising from the heritage status of Lister's properties.
- f. To as far as practically possible, organise repairs and maintenance with due recognition to green issues and sustainability criteria.
- g. To plan for the future - future maintenance needs and achieving the resources to meet those needs.

These objectives are explored further in the next Section.

2. MAIN OBJECTIVES

2.1 MEETING STATUTORY AND CONTRACTUAL OBLIGATIONS TO MEMBERS

It is the policy of Lister Housing Co-operative to ensure that it meets its statutory and contractual repairing obligations. The Co-operative also has a legal duty to keep certain installations in proper working order which in some cases may require annual maintenance contracts and planned maintenance. The Co-operative encourages planned maintenance by which it can reduce the number of day-to-day repairs that arise. The Co-operative carries out periodic inspections so that it is aware of the physical condition of its properties. The tenancy agreement sets out the Co-operative's contractual obligations and the relevant sections are in the standard Lister Scottish Secure Tenancy (SST) agreement - available upon request.

The Co-operative aims to comply with the requirements of the Right to Repair scheme introduced by the Housing (Scotland) Act 2001.

2.2 MAINTAINING THE HOUSING STOCK IN A GOOD STATE OF REPAIR

Repair standards that satisfy the Co-operative's legal obligations may not be those which satisfy the demands of the majority of the Co-operative's membership. They may not even adequately protect the Co-operative's property for a sufficient length of time to make the repair cost economic. Repair standards which are only sufficient to comply with the law may also not provide repairs of the standard or quality to which the Co-operative may wish to maintain its property.

Lister aims to have a high standard of repair and maintenance using good quality materials.

2.3 RESPONDING TO THE NEEDS OF MEMBERS

The Co-operative allows sufficient flexibility to accommodate the varying needs of its members. The manner of delivery of the repair and maintenance service is to be thoughtful and considerate. Members should be provided with sufficient information with regard to the repairs service (Tenant's Handbook and Newsletter), and times are to be mutually agreed for repair and maintenance visits. The Co-operative attempts to complete all aspects of a repair job at the same time; work to be co-ordinated so that trades follow each other in proper order.

The Co-operative seeks to ensure that day-to-day repairs are dealt with within defined time limits. The policy in this respect is to encourage a planned and programmed approach to the completion of non-urgent day-to-day repairs. This policy is to be brought to the attention of members (in the Handbook) so that they can be made aware of the standard of service which the Co-operative aims to provide.

To ensure that the Maintenance Sub Group and staff or others are accountable to and supported by the Co-operative, there is to be regular reporting back to the Co-operative's Management Committee.

The Co-operative undertakes to ensure fairness in its repairs and maintenance service. All contractors shall sign to abide by Lister's equal opportunities statement, and also answer various questions on the topic in the standard application form to join/re-apply for the approved contractors list.

2.4 A VALUE-FOR-MONEY SERVICE

In order to provide value-for-money, the Co-operative has to control tightly both the cost and quality of the repair work it carries out. The Co-operative is aware of the fact that cheapness does not necessarily equate with cost effectiveness. Overall, the approach is to get value for money based both on quality and price.

The repair and maintenance service is to operate within a stated framework of financial controls. This can only be achieved if the Co-operative devotes sufficient personnel and financial resources to the repair and maintenance service. However, the Co-operative must guard against overstaffing and must ensure that the overhead burden carried by the repair and maintenance service is equitable.

Co-operative control of expenditure on repairs and maintenance is to be achieved through good standards of reporting repairs and systematic procedures where policies are translated into good practice.

The Co-operative can enter partnering agreements with contractors to enable economies and efficiencies to be gained by both Lister and its partnering contractor. In assessing and drafting such partnering agreements, the 'savings' from reduced need for staff time / checking /processing lots of small invoices can be built into considering the potential benefits.

2.5 COMPLYING WITH HERITAGE OBLIGATIONS

Most of Lister's buildings are Listed B status and all are in the Old Town Conservation Area and Central Edinburgh World Heritage Site. Lister aims to ensure that we comply with all building standards and consents applicable to our buildings.

Where a component is to be replaced, and the existing component does not meet the standards then we aim to replace it with one that does meet the standards.

2.6 GREEN ISSUES AND SUSTAINABILITY

Lister wishes to promote energy efficiency and conservation in our flats, to benefit our tenants and the buildings themselves. We aim to consider the question of sustainability in specifying and sourcing materials to use at Lister. Similarly when used components can be recycled we will encourage our contractors to do so.

We aim, if we are using tropical hardwoods, to use ones from timber sources accredited by the Forest Stewardship Council (FSC).

Lister will use life cycle costing techniques in planning future maintenance programmes, and to weigh up the pros and cons of different options.

2.7 PLANNING FOR FUTURE REPAIR NEEDS

The Co-operative recognises that the most effective way to maintain its buildings to a high standard is to plan and implement a long-term maintenance plan. This entails identifying likely repair needs for the future, carrying out regular inspection condition surveys and implementing maintenance programmes. Allied to this planning is the costing of such repair needs through a life cycle costing exercise. This would identify the cost of future repair needs and the moneys needing to be set aside each year to fund such work.

The first life cycle costing exercise has been completed and it will be regularly reviewed and updated and compared with actual spending.

The funding needs of future repairs identified from the life cycle costing exercise has been met from a major rent review exercise.

2.6 REVIEW OF THIS POLICY

The Maintenance Policy covers many disparate areas which may need reviewed to take account of changes in legislation, staffing, or Co-operative members.

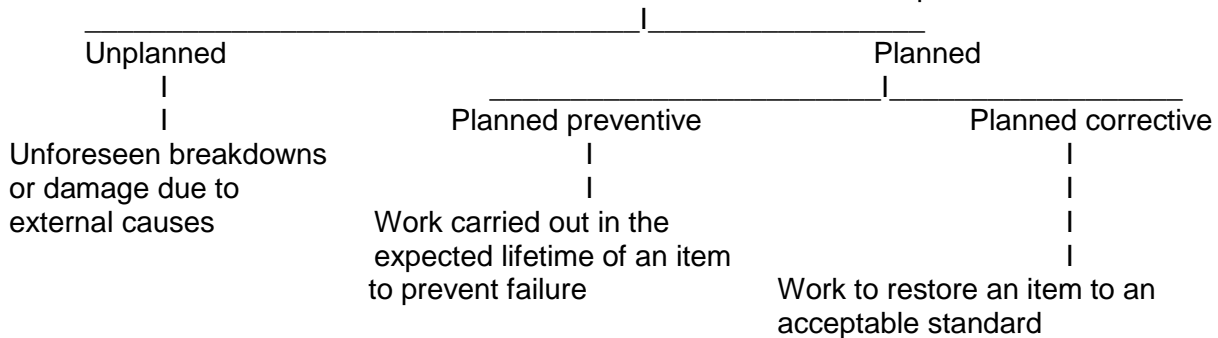
The policy should be reviewed regularly by the Maintenance Sub Group (if it is meeting regularly) and any recommendations for alterations submitted to the Management Committee for discussion and approval.

Regular quarterly financial and performance reports shall be made to Committee. Annual reports shall be made to Committee on contractors.

3. DEFINITIONS OF MAINTENANCE

3.1 DEFINITIONS

British Standard BS3811 subdivides Maintenance into 2 distinct parts:



3.2 CATEGORIES OF REPAIR AND MAINTENANCE

The following are the usual categories of repair and maintenance:

- a. *Reactive or Day-to-Day repairs.* Repair or replacement carried out at the request of members or as a result of staff or others seeing problems.
- b. *Reletting repairs.* Repairs to and redecoration of dwellings prior to reletting.
- c. *Cyclical maintenance.* This includes the planned redecoration of external and common parts, including associated repairs to woodwork etc; servicing work to fans and smoke detectors; various checks and repairs done on a 1-5 year cycle typically.
- d. *Annual maintenance contracts.* Servicing of installations and appliances on the basis of a periodic (normally annual) contract.
- e. *Planned maintenance.* Other repair and replacement planned in a programme by those responsible for the management of repairs and maintenance (excluding cyclical maintenance).
- f. *Works of major repair.* These will now have to be considered under planned maintenance and financed from the Co-operative's own funds. Major repairs as a Housing Association 'jargon' work can mean both one-off unexpected large repair jobs etc. damp-proof course work as well as future replacement of components as they reach the end of their life e.g. kitchen units.

- g. *Enhancement / Improvement work.* Items to enhance or improve the specification of the buildings - funded out of Lister's reserves. Enhancements denotes items funded through the Co-operative income & expenditure each year; Improvements denotes items funded through the capitalisation of the spending. Accountancy protocols advice which items can be considered for capitalisation.

4. REACTIVE MAINTENANCE

4.1 INTRODUCTION

Having agreed to general policy aims and objectives the Co-operative has set targets under the headings:

- a. Response times
- b. Survey and inspection
- c. Overheads

The Co-operative will aim for the targets set out below:

4.2 RESPONSE TIMES.

The Co-operative prioritises its maintenance work into:

- I. Emergency repairs - 24 hours response
- II. Urgent repairs - 5 working days response
- III. Normal repairs - 20 working days response

- (I) *Emergency* repairs can be defined as any repair required to avoid danger to health, a risk to the safety or security of residents, or serious damage to buildings.

The Co-operative will aim to complete such repairs within 24 hours of the Co-operative becoming aware of the defect.

- (II) *Urgent* repairs can normally be considered as repairs which materially affect the comfort or convenience of the tenant.

The performance target for urgent repairs is the completion of these jobs within 5 working days of the defects being notified to the Co-operative.

- (III) *Normal* repairs which do not fall into the emergency or urgent categories and which can wait a short time before they are dealt with.

The Co-operative's aim is to complete these repairs within 20 working days of the defects being brought to the Co-operative's attention.

Orders for non-urgent repairs are often not made immediately the repair is reported. This is so that orders for related trades in the same area can be packaged together, thereby achieving greater economy and efficiency. This practice should encourage a planned and programmed approach to the Co-operative's repair and maintenance problems and will contribute to the cost effectiveness of the Co-operative's repair service.

4.3 OVERHEADS

The Co-operative's overheads can be considered to be the total cost of the maintenance budget less the direct cost of materials and labour. This would include administration costs, office costs including heating, lighting, typing etc., the cost of clerical and record-keeping services, the cost of inspection and supervision of the repairs service, and the cost of any management of the repairs service and repairs staff. The overhead will also include the cost of any supervisory Clerk of Works/Quantity surveying services purchased to manage contracts.

4.4 PROCEDURES

Reporting, ordering and payment procedures are detailed in Appendix 3. Pre and Post Inspection procedures are detailed in Appendix 6.

4.5 USE OF CONTRACTORS

An Approved Contractors List is held for jobbing-repair work which is reviewed regularly and contractors are invited to re-apply to the list providing they have performed satisfactorily in the preceding period in terms of workmanship, value for money, reliability, responsiveness and manner with tenants. The Co-operative's policy is, where possible, to spread the work between two or three contractors for each trade, however this may not be possible either due to the small number of jobs or else unwillingness on the part of contractors. There is a standard application form for contractors to apply to the approved list, conditions of the jobbing contract (see Appendix 5), and details of the arrangements for payment.

The Director may wish from time to time to seek new contractors for the approved contractors list and he may seek applications from firms and obtain a completed form and references. The Director may decide whether to accept a contractor or not, bearing in mind the repair needs of the Co-operative and the volume of likely work involved.

A contractor may only be removed from the approved list for the following reasons:

- a. They request to be removed or do not re-apply upon the review of the list;
- b. They fail to return a review form or they fail to complete the form fully or fail to send details of their insurance cover within the specified time period;
- c. Their performance has been sufficiently poor over a reasonable period of time that a decision is made not to retain them on the list. The contractor has a right of appeal against this decision;
- d. The need for the work performed by the contractor has reduced or ceased and thus there is insufficient work to allocate to the contractor in the coming year.

All contractors must supply the Co-operative upon request up-to-date details of Gas Safe registration and insurance cover and a report shall be presented to the Management Committee annually on contractors.

4.6 COMPLAINTS PROCEDURE

If a tenant is dissatisfied with the performance of a contractor appointed to carry out repair work, for example because of unreliability, attitude or poor workmanship then this should be reported to the office who keep a record of such complaints and will raise the matter with the contractor. An accumulation of complaints would lead to that contractor's name being removed from the approved list.

If a tenant is dissatisfied with the performance of the office staff, the Complaints and Appeals Policy shall operate. Disputes over policy matters can be raised by any tenant and discussed within the Maintenance Sub Group or with the Management Committee.

4.7 EXPENDITURE LIMITS

See the Financial Regulations for more details on these limits.

5. **PLANNED/CYCLICAL MAINTENANCE, MAJOR REPAIRS AND IMPROVEMENTS**

5.1 INTRODUCTION

The main objectives of planned and cyclical maintenance have been outlined, with the emphasis here on maintaining Lister's properties and improving them to maximise their life in a well-maintained state. In order to achieve this the Co-operative requires good information about the ongoing use and condition of the properties. The ability to obtain and use this information will depend to an extent on the expertise available within the Co-operative at any one time. The Co-operative has a policy on Stock condition surveys which shall be followed.

It is the policy of the Co-operative to have a planned maintenance programme which will be reviewed annually to take account of the most recent information. Any consultancy arrangement will be reviewed regularly.

The Maintenance Sub Group (if it meets regularly) can make recommendations to the Management Committee on provisions for this expenditure and priorities, given that resources are limited.

Agency services or consultants may be used where appropriate to complement the expertise of the Lister staff.

5.2 LIFE CYCLE COSTING

The Co-operative has carried out its first life cycle costing exercise for all its stock. This identified projected repair needs for the future and the cost of such work. In addition it calculated the present day sums that would need to be set aside if this work is to be funded in full from current rental income.

The Management Committee has approved a rent review to fund the future repair plans.

5.3 CYCLICAL MAINTENANCE

The work shall be planned out. All spending shall be compared each year to notional cyclical maintenance allowances. Some programmes may run over two financial years due to the extent or nature of the work, or a start date just before a financial year-end.

5.4 MAJOR REPAIRS SINKING FUND (MRSF): MAIN SITE

This is a fund within Lister's accounts set up to receive any transfers from the income & expenditure account which may take place from time to time upon the discretion of the Management Committee. It can be used to pay for special major repairs spending but usually any funds are put aside for future years. In some years the transfers out may be higher than the transfers in, to fund big maintenance programmes.

5.5 MAJOR REPAIRS SINKING FUND (MRSF): NEW SITE

This is a fund within Lister's accounts set up to receive transfers from Rental Income from the New Site each year. A set amount is put into the Fund based on the findings of the Life

Cycle Costing study and associated Funding Major Repairs review. It can be used to pay for special major repairs spending but usually any funds are put aside for future years. In some years the transfers out may be higher than the transfers in, to fund big maintenance programmes.

It is noted that for this development under the New Financial Regime it is not possible to receive Major Repairs HAG grant aid for the New Slte.

5.6 IMPROVEMENTS - CENTRAL HEATING

One of the top priorities for the reinvestment of part of the Co-operative's surpluses has been the installation of full central heating. This is almost all completed; the only ones missing are those flats where the tenant has refused the offer of central heating. Should these flats become vacant or the tenant changes his/her mind then they will be added back into the programme.

5.7 TENANTS' IMPROVEMENTS

Tenants are permitted to alter or improve their flats subject to receiving the consent of the Co-operative which will not be unreasonably withheld. Written application must be made to the Co-operative giving details of the proposed work. This will be considered by the Director who may place conditions on the approval to proceed;- e.g. that gas work is carried out by a Gas Safe registered gas fitter. Any installation must either be left by the tenant or, if removed, any structural damage must be made good and any of Lister's fittings reinstated.

The Co-operative will not reimburse tenants who leave the Co-operative for any improvement they have effected for their own benefit while a member of the Co-operative, unless they qualify under the 'Compensation for Improvements scheme run by Lister to comply with the Housing (Scotland) Act 2001. See separate information about how that scheme applies at Lister.

5.8 ENVIRONMENTAL IMPROVEMENTS

Work to the back greens, etc., have been funded by Lister. Clearly, any improvements of this nature have to be considered in relation to the priority of other works - in particular planned maintenance.

6. POLICY ON INSURANCE AND EX GRATIA PAYMENTS

6.1 FIRE, PERILS AND CONTINGENCIES

The Co-operative holds 'buildings' insurance cover for all the buildings. The Co-operative is not responsible for consequential damage to tenant's property.

Each tenant is responsible for insurance of his/her own property (contents) and any damage to personal property must be claimed on the tenant's own policy.

6.2 THIRD PARTY (PUBLIC AND PRODUCTS LIABILITY) INSURANCE

The Co-operative holds third party insurance whereby provided legal liability is incurred, it is covered against:

- a. Bodily injury to any person except employees (this being covered under a separate policy of Employer's Liability Insurance).
- b. Damage to property.

The Co-operative's insurers will only compensate tenants for damage to property where it has been established that the damage was the result of negligence on the part of the Co-operative. On the basis of information supplied by the Co-operative, the insurers will accept or repudiate the claim.

All claims from tenants against the Co-operative should be made in writing. This may be acknowledged 'WITHOUT PREJUDICE' but there must be no correspondence with the claimant other than to establish facts, as this may jeopardise the claim and be interpreted that compensation will be made.

6.3 TENANT'S INSURANCE - DAMAGE TO BUILDINGS

All tenants should be advised to take out household contents insurance. Such policies almost always incorporate insurance against third party liability to a landlord for damage caused by the tenant as a result of accident or negligence. Tenants are responsible for making good any damage (or paying for such) caused by the tenant, or those acting for, or with the tenant, to the Co-operative's property.

6.4 EX GRATIA PAYMENTS

Cases may arise where a tenant claims against the Co-operative for damage to or deterioration of property following minor repairs or a works contract; e.g. installation of central heating; or damage to property as a result of a building defect (e.g. water damage to carpets after a choked gutter). Where the Co-operative has taken prompt action to remedy the defect the insurer's view tends to be that there has been no negligence, and they repudiate the claim.

All tenants will be advised at the start of a tenancy to take out adequate insurance cover. In exceptional circumstances the Management Committee may consider awarding an ex gratia payment, each case being considered on its merits.

If it is decided that an offer of an ex gratia payment should be made to the claimant it will be made clear that this does not admit any liability on the part of the Co-operative and does not constitute 'compensation'.

6.5 OFFSETTING AGAINST ARREARS OR ANY OTHER DEBTS TO LISTER

As a general rule ex gratia payments will be made to tenants in accordance with the above policy. Should a tenant have any outstanding debt to the Co-operative then it should be proposed to them that the ex gratia payment be deducted from the debts owed to the Co-operative. If the tenant does not agree to this course of action then the matter should be resolved by the Office Bearers Sub Committee.

7. POLICY ON ACTION TO BE TAKEN IN THE EVENT OF DAMAGE TO INTERNAL DECORATION OR FLOOR COVERING AS A RESULT OF DAY-TO-DAY REPAIRS OR MINOR WORK CONTRACTS

7.1 DAMAGE TO DECORATION

The Co-operative may require work to be carried out to its property in order to maintain it to a reasonable standard, which results in unavoidable damage to decoration. This may be limited to a very small area - e.g. 2" at the top of a window, or may be more extensive.

The design standard adopted by the Co-operative for decoration at rehabilitation or relet comprises woodchip or lining wallpaper covered with 2 coats of emulsion paint; undercoat

and gloss to woodwork. This standard should therefore apply to reinstatement of decoration in existing property which is damaged as a result of works.

- a. *Contract works where a degree of damage is expected - e.g. rewiring.*
 - (i) Contractors will be asked to set a provisional sum in their tender return for making good damaged decoration where possible; for stripping, papering with woodchip/lining paper and painting with 2 coats of emulsion the wall(s) or ceiling containing any damage.
 - (ii) If a tenant wishes a different finish to the standard, then they will be given the option of payment, equivalent to the provisional sum allowed, to carry out decoration to their own taste.

Note: The use of a provisional sum means that it is only applied if and where decoration is damaged as a result of the contract work. Also, if the amount is high, as is anticipated take-up, and jeopardises the viability of the contract, the Co-operative has the option of omitting decoration and deciding on a compromise which would allow the work to go ahead.

- b. *Where damage occurs as a result of a day-to-day/one-off repair e.g. damp-proofing*
 - (i) The same design standard will be applied - i.e. if decoration is damaged, unavoidably, the Co-operative will instruct a painter to strip or prepare the damaged wall(s) or ceiling, paper with woodchip or lining paper if appropriate, and apply 2 coats of emulsion paint.
 - (ii) If the tenant prefers to carry out a different style of decoration, they may be offered payment equivalent to the lowest estimate received for the Co-operative to carry out the agreed standard.
- c. *Evidence of work*

Under a(ii) and b(ii) above, where the tenant opts for direct payment to carry out redecoration, the tenant will be asked to provide some form of evidence that redecoration work has been or will be effected e.g. receipts or invoices.

If the work is done by the tenant or one of his/her households or relatives/ friends then the amount paid out must not be more than the cost of materials purchased; i.e. the Co-operative will not pay for the tenant's own notional labour charges. The Co-operative recognises that these policies exceed the statutory requirements and assume no particular financial restrictions on the Co-operative. It is recognised that future financial constraints may force reconsideration of the policy and 'downgrading' towards the statutory minimum and/or pursuit of a more 'co-operative' approach to redecoration following repair.

7.2 DAMAGE TO FLOOR COVERINGS

Where it is necessary to lift floor coverings to effect a repair or carry out contract works:

- a. If floor coverings are damaged as a result of contractor's negligence in not taking due care when lifting carpet and vinyl, the tenant should make a claim against the contractor. All contractors employed by the Co-operative are required to carry insurance cover for this eventuality. If the tenant wishes, their claim may be intimated via the Co-operative and pursued through the Co-operative's insurers.

- b. Where it is necessary to lift fitted floor coverings in order to carry out certain works - e.g. installation of central heating, the Co-operative will arrange for a competent carpet fitter to lift and relay the flooring or will include this as a contract requirement.
- c. Where through no fault of the Co-operative or its contractors, flooring lifted to effect necessary works cannot be relaid - e.g. deteriorated foam-backed carpets, the case for making an ex gratia payment will be considered by Committee who will decide an appropriate figure in the particular circumstances.
- d. Wherever possible the Co-operative and/or its contractors will note the condition of floor covering and extent of any damage prior to its being lifted to avoid later debate or dispute between tenant, contractor and Co-operative.
- e. Where the tenant has fitted laminate flooring or any other such more solid floor covering, then it will be the tenant's responsibility to lift and refit such floor coverings. If a tenant refuses to uplift such floor coverings but access is required to effect a repair then the Co-operative and/or its contractors may uplift the floor coverings to access the repair. The onus would be on the tenant to put the flooring back.

7.3 OFFSETTING AGAINST ARREARS

As a general rule ex gratia payments will be made to tenants in accordance with the above policy.

Should a tenant have any outstanding debt to the Co-operative then it should be proposed to them that the ex gratia payment be deducted from the debts owed to the Co-operative. If the tenant does not agree to this course of action then the matter should be resolved by the Office Bearers Sub Committee.

8. REPAIR WORK DONE BY TENANTS WHERE THE TENANT SEEKS REIMBURSEMENT

8.1 INTRODUCTION

Occasionally a tenant will offer to carry out a repair to their flat where they have the ability to do so themselves. The Co-operative could benefit from this taking place as it would reduce maintenance costs and encourage greater tenant 'involvement' in the property.

A recommended procedure is set out below. Please note that this report refers only to repairs; i.e. maintaining existing fittings under the responsibility that the Co-operative has in its tenancy agreement. It does not refer to improvements which are additions to the property done by the tenant. The present policy is that no refunds are given for improvements, unless they qualify under the Compensation for Improvements scheme.

8.2 PROCEDURE

The steps in dealing with a DIY repair must be as follows:

- a. The tenant reports the repair to the office and offers to do it themselves;
- b. A member of the Lister staff inspects the repair to confirm (or otherwise) that it is:
 - (1) An item that would have to be done by the Co-operative;
 - (2) Not an improvement;
 - (3) Not something that would be done as part of a future cyclical programme.

- c. The work needed to complete the repair to the satisfaction of the Co-operative would be discussed.
- d. The tenant would be advised that the reimbursement would be for the material cost only with no labour or 'profit' charge. The likely cost of materials would be discussed with the Co-operative staff member. If the tenant was in rent arrears then in normal circumstances the reimbursement would take the form of a credit to their rent account rather than by direct reimbursement. Direct reimbursement could be done if agreed by the Office Bearers Sub Committee. The form of reimbursement would be discussed in advance and normally agreement reached prior to any work starting.
- e. Provided the above steps have been satisfied then the work can be allowed to proceed.
- f. Once the work is completed the office is notified and the work is inspected. The tenant submits a written claim with appropriate receipts for the material cost.
- g. Provided the work is completed satisfactorily then the reimbursement (or credit to the rent account) may be authorised.
- h. The repair ledgers will be debited with the cost and the property repair card endorsed with the details; date and cost of the work.
- i. There will be a right of appeal to the Maintenance Sub Group and Management Committee.

9. SPECIFIC REPAIRS ISSUES

9.1 REPAIR WORK TO FLOORS IN LISTER FLATS

The procedure shall be as follows:

- a. Specific faults with floorboards will be repaired by the Co-operative upon request. These faults include broken floorboards, excessively loose floorboards, split, rotten or damaged floorboards.
- b. Most floors have general problems with floorboards such as uneven boards, sloping floors, sagging or bouncing joists etc. These general problems are not to be remedied unless these are caused by specific faults such as rot or dangerous subsidence.
- c. Carpet uplifting and refitting, to repair individual boards or apply sheeting be done if possible by the contractor organised to carry out the floorboard work, rather than a separate carpet fitter.
- d. Floors can be sheeted with hardboard or plywood if the cost of such sheeting is similar to or less than the cost of repairs to individual boards, however, also see (e) below.
- e. There is a small budget each year for the sheeting of floors with plywood, to upgrade the floors. Applications may be made at any time to the Director who will assess if the floor merits sheeting or not. Those approved will be carried out if there are funds available. Alternatively they can be held over until funds become available in the future; e.g. the next financial year. Generally if a tenant applies for several floors to be done then only one or two will be done in any one financial year - the others will be held over until a future year(s). Any appeals against a decision of the Director will be considered by the Maintenance Sub Group.

- f. This policy has been agreed by the Committee on the basis that floor problems are common throughout the site and it is not possible to solve them easily or cheaply at all.

9.2 LOCKS FOR BEDROOM DOORS IN MULTI FLATS

In view of the possible future outlay and maintenance implications, and the varying needs of tenants between multis, the Co-operative would not supply, fit or maintain locks to bedroom doors in multi flats on the main site. Tenants wishing to fit locks to bedroom doors at their own expense may apply to Lister for permission to make alterations or improvements in the usual way.

The bedroom doors of the multi flats in the new site are fitted with locks and these are maintained by the Co-operative. Tenants are responsible for any cost of changing locks.

10. RECHARGE REPAIRS

10.1 The tenant shall be responsible for meeting the cost of a repair under certain circumstances, examples of which are outlined below:

- a. Where the tenant is responsible for the repair in the tenancy agreement, e.g. washing machine floods.
- b. Where the tenant has vandalised or damaged the item e.g. kicked a bedroom door in during a domestic dispute.
- c. Where the tenant is responsible for the repair and has asked the Co-operative to organise the repair on his/her behalf and Lister has agreed to do this.
- d. Where the tenant has locked themselves out and a joiner needs to be called to break in, and the joiner has invoiced Lister (tenants are responsible for the consequences of losing keys).
- e. The tenant has carried out alterations to the property without permission or where permission has been refused, and work is needed to restore the property to its original condition.

10.2 In this section, the 'tenant' could also refer to a member of the tenant's household or a visitor for whom the tenant is responsible. It could also refer to a former tenant where there had been unauthorised alterations carried out by the former tenant or the property had not been left in an acceptable condition upon vacation.

10.3 As the detailed circumstances of particular cases will vary, it shall be up to the Co-operative staff to decide whether the cost of the repair is to be recharged, bearing in mind these guidelines. Items to weigh up include any special needs of the tenant e.g. disabled; the extent to which any damage could be proved to have been consciously caused by the tenant, as against a more general neglect.

10.4 Ideally the tenant should sign the standard pro-forma accepting liability for the repair charge and accepting that the Co-operative will recharge the repair cost. Again ideally the tenant should have a general idea of the expected cost of the repair beforehand.

10.5 The tenant normally shall be allowed to pay off the sum due in reasonable instalments. Failure to make payments and pay off the sum owed may make the tenant liable for legal action over the debt. The Co-operative shall weigh up the evidence of the situation, the

amount outstanding and the cost of legal action in deciding whether to follow through with such action.

- 10.6 Payments of recharge repairs shall be recorded carefully and coded to the right ledger, etc. There shall be an annual report to the Management Committee on activity under this topic.

11. THE LIQUIDATION OF CONTRACTORS

- 11.1 When a contractor goes into liquidation, then all staff who might be placing orders with such a contractor are to be notified at once. A review of the quantity and value of work outstanding with the contractor shall be done as soon as possible.
- 11.2 Where it is a small jobbing contractor then action shall be taken to formally cancel outstanding work and to re-allocate to others. This would normally be done on a no completed work - no payment basis.
- 11.3 Where the work is a significant contract then if there are consultants involved, then they (e.g. the architect and quantity surveyor) shall be delegated to plan a course of action to tackle the issue. This could mean holding any further payments to the contractor to be used for instructing another contractor. It could mean making a claim on the administrators/receivers for the cost of sorting out the outstanding work.
- 11.4 If there are no consultants involved then the Director shall take appropriate advice before deciding on a course of action.
- 11.5 Any tenants affected by any disruption should be kept informed, as should the Committee.

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